NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 9TH, 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 – 8)

5. Discuss, consider and take approriate action on authorizing the disposal of various county assets through auction including one (1) Panasonic CF-52 laptop and one (1) Dell Precision desktop, pursuant to Tx. Local Gov't Code 263.152.

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

7. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements regarding off-duty contracting of County Sheriff Deputies with:
a. St. Richard's Episcopal Church (security and traffic control)
b. Sundance Ranch HOA (Liberty Hill subdivision)
c. Zion Lutheran Booster Club (Annual 5K around the Church in Georgetown)

8. Discuss, consider, and take appropriate action on approval of the final plat for the Paloma Lake Section 22B subdivision - Precinct 4.

REGULAR AGENDA

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

10. Discuss, consider, and take approprate action regarding a Supplemental Standard Utility Agreement between PEC and Williamson County for utility relocation on CR 258, a Road Bond Project in Commissioner Pct 2.
Project: P256 Funding: Road Bond

11. Discuss, consider and take appropriate action on an Order Regarding the Extension of Arterial A by the City of Round Rock from Forest Creek Blvd. to SH 45.

12. Discuss, consider and take appropriate action on an Agreed Order with the Texas Commission on Environmental Quality.

13. Discuss, consider and take appropriate action on a Real Estate Contract with John B. Gordon and Cruzita R. Gordon for right of way needed on CR 176 (Parcel 11). Funding Source: Road Bonds P241

14. Discuss, consider and take appropriate action on a proposed Williamson County Landfill- Site Operating Plan Permit Modification.

15. Discuss, consider and take appropriate action on approving the FY 2019 Williamson County Resolution for the Indigent Defense Grant Program.

16. Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Block House Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

17. 10:00 Conduct public hearing relating to a request from District Attorney Shawn Dick to increase the budgeted salary amount for the positions of DA Lead Victim Assistance Coordinator, position #1847; DA Felony Prosecutor I, position #1848 and DA Felony Prosecutor I, position #1848, in the District Attorney's Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

1. The reason for the payment in excess of the budgeted amount is to provide for an increased hiring salary for well qualified applicants.
2. The excess amount is $30,286.65 which will be paid through the normal bi-weekly payroll. The public purpose served by providing the increased salaries is the ability to reduce service delivery issues due to excess training required for less experienced employees.

18. Discuss, consider and take appropriate action on a request by District Attorney Shawn Dick to increase the budgeted salary amount for the following positions: DA Lead Victim Assistance Coordinator, position #1847 from the budgeted annual salary amount of $43,671.81 to the increased salary amount of $55,570; DA Felony Prosecutor I, position #1849 from the budgeted annual salary amount of $91,742.23 to the increased salary amount of $100,936.46; DA Felony Prosecutor I, position #1848 from the budgeted salary of $91,742.23 to the increased salary amount of $100,936.46 for the remainder of the current fiscal year.
These increases will be funded using excess salary funds in the current budget.

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

20. Discuss, consider and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for internet services at 321 Ed Schmidt Blvd, Suite 200 (Commissioner Pct 4 office).

21. Discuss, consider, and take appropriate action regarding termination notice of IFB contract #1601-050, Corrugated Metal Pipe, with Contech Engineering Solutions LLC upon recommendation of Williamson County Road & Bridge Department.

22. Discuss, consider, and take appropriate action on authorizing the extension of Williamson County Jail Pharmaceutical Service and Supplies contract 1708-185, for the same pricing, terms and conditions as the existing contract, for the term of October 17, 2018 - October 16, 2019, with Westwood Pharmacy.

23. Discuss, consider, and take appropriate action on supplanting and replacing the Agreement Between Owner and Contractor by and between Williamson County, Texas and A Greater Austin Development Co. relating to the San Gabriel Ranch Road Bridge Project, which was previously approved by the Williamson County Commissioners Court at its Regular Session on September 18, 2018, with that certain agreement entitled Standard Form of Agreement by and between Williamson County, Texas and A Greater Austin Development Co.

24. Discuss, consider, and take appropriate action on approving Price Quotations #216959-03, #225540-01, #225540-02, #225609-01, and #216854-01 between Holt Caterpillar and Williamson County for Heavy Equipment in the amount of $1,093,499.01 (including Buyboard Fee) pursuant to BuyBoard contract #515-16 and authorizing the purchase.

25. Discuss, consider, and take appropriate action on awarding IFB #1808-256 Ronald Reagan Blvd Turning Lanes Widening at Santa Rita Blvd to the lowest responsive bidder, Joe Bland Construction and authorizing the execution of the agreement.

26. Discuss, consider, and take appropriate action on approving the purchase of FY 19 Oracle Maintenance and Support in the amount of $308,254.58 and FY 19 Oracle Licensing for Treasury, Financial and Purchasing in the amount of $16,596.49 from Mythics, Inc. per DIR contract #DIR-TSO-2548.

27. Discuss, consider, and take appropriate action on approving the Price Quotation between Freightliner of Austin and Williamson County for Heavy Equipment in the amount of $513,936.00 (including Buyboard Fee) pursuant to BuyBoard contract # 521-16 and authorizing the purchase.

28. Discuss, consider and take appropriate action on authorizing a blanket purchase order for fuel for the WIlliamson County Sheriff's Office in the amount of $150,000, to Fuelman per TCPN contract #R161501 pricing.

29. Discuss, consider, and take appropriate action on approving the Price Quotation #1129360 between Ewald Kubota, INC and Williamson County for Heavy Equipment in the amount of $112,391.42 pursuant to BuyBoard contract #s 515-16 / 529-17 and authorizing the purchase.

30. Discuss, consider, and take appropriate action on approving the Price Quotation between Silsbee Ford and Williamson County for Vehicles in the amount of $158,667.00 pursuant to HGAC Buy contract # VE11-15 and authorizing the purchase.

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,168.25
	0100.0440.002010	FICA	$471.89
	0100.0440.002020	Retirement	$859.86

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)."

33. 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

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

Blvd.
q) Discuss the aquisition of real property for CR 111.
r) Discuss the acquisition of real property for Corridor H
s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.
t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
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.
w) Discuss the acquisition of right-of-way for Corridor C.
x) Discuss the acquisition of right-of-way for Corridor F.
y) Discuss the acquisition of right-of-way for Corridor D.
z) Discuss the acquisition of right-of-way for Southeast Corridor.
aa) Discuss the acquisition of right-of-way for Reagan extension.
bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.
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.
F. Discuss the TCEQ Agreed Order
G. Discuss the extension of Arterial A by the City of Round Rock

35. 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
w) Valerie Adams - EEOC Charge No. 450-2018-03807
x) Terry Ballard – EEOC Charge No. 451-2018-02074
y) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
z) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)

36. 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).

37. 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).

38. Deliberate the appointment, evaluation and employment of the Senior Director of the Williamson County Human Resources Department, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

39. Deliberate the appointment, evaluation and employment of the Director of Administration, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

40. Discuss and take appropriate action concerning economic development.

41. Discuss and take appropriate action concerning real estate.

42. 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
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n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
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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
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y) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
z) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154

43. 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.

44. 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: 10/09/2018

Asset Auction 10/9/2018

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take approriate action on authorizing the disposal of various county assets through auction including one (1) Panasonic CF-52 laptop and one (1) Dell Precision desktop, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for detail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:27 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Jayme Jasso		Started On: 10/04/2018 09:40 AM
Final Approval Date: 10/04/2018		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.) A#	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Panasonic CF-52 —	0ATSA02362		
1	Dell Precision 44692	5HLYQD1	C01700	

Parties involved:

FROM (Transferor Department): FACILITIES

Transferor - Elected Official/Department Head/ Authorized Staff:

Gina Wrehonig
Print Name

G. W
Signature 10.1.18 Date

Contact Person:

Gina Wrehonig
Print Name

512-943-1599
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:

TONY HILL
Print Name

Phone Number

RECEIVED
OCT - 1 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 **6.**

Meeting Date: 10/09/2018

Compensation Items

Submitted By: Kristy Grant, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tara Raymore	10/04/2018 10:51 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 03:00 PM
Form Started By: Kristy Grant		Started On: 10/04/2018 08:50 AM
Final Approval Date: 10/04/2018		

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
911 Addressing Grant	0114	12546	49750.74	N/A	no change	N/A	N/A	N/A	Title change only: Addressing Administrator I to IT Specialist I	10/9/2018
911 Addressing Grant	0113	11407	57823.22	N/A	no change	N/A	N/A	N/A	Title change only: Addressing Admin II to IT Specialist II	10/9/2018
Annex Security	0219	14409	39772.46	N/A	no change	N/A	N/A	N/A	Title change only: Bailiff Com/Sec. to Commissioned Cor Officer	10/9/2018
Annex Security	0218	04044	56780.1	N/A	no change	N/A	N/A	N/A	Title change only: Bailiff Com/Sec. to Commissioned Cor Officer	10/9/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **7.**

Meeting Date: 10/09/2018

Vehicle Reimbursement Agreements for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements regarding off-duty contracting of County Sheriff Deputies with:
a. St. Richard's Episcopal Church (security and traffic control)
b. Sundance Ranch HOA (Liberty Hill subdivision)
c. Zion Lutheran Booster Club (Annual 5K around the Church in Georgetown)

Background

These agreements give permission for St. Richard's Episcopal Church, Sundance Ranch and Zion Lutheran Booster Club to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

St. Richard's Episcopal Church

Sundance Ranch

Zion Lutheran

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Starla Hall		Started On: 10/02/2018 10:27 AM
Final Approval Date: 10/04/2018		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 20 18 and shall terminate on September 30, 20 19. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT 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, 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Saint Richard's Episcopal Church

Signature: Liza Moore

Printed Name: Liza Moore

Title: Parish Admin

Date: 9/21/18 , 20

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official:

Date: 10-2 , 2018

Address of Office: 508 S. Rock St.
Georgetown , TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2018 20 18 and shall terminate on September 30, 20 19. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT 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, 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Liberty Hill Sundance Ranch Property owners' Association, Inc.

Signature: Carroll Weldon Montague

Printed Name: Carroll Weldon Montague

Title: President

Date: Oct 1, , 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Rob Chody

Date: 10-2 , 2018

Address of Office: 508 S. Rock St.
Georgetown , TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

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1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 10·13, 20 13 and shall terminate on September 30, 20 13. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

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LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT 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, 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Zion Lutheran Booster Club

Signature: _____

Printed Name: Danielle Hajda

Title: President

Date: 9.25, 20 18

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 10-3, 20 18

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **8.**

Meeting Date: 10/09/2018

Discuss consider and take appropriate action on approval of the final plat for the Paloma Lake Section 22B 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 Paloma Lake Section 22B subdivision - Precinct 4.

Background

This is the next section of the Paloma Lake development. It consists of 64 single family lots, 1 open space lot, 1 drainage easement lot, and 2,275 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Paloma Lake Sec 22B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:47 AM
Form Started By: Adam Boatright		Started On: 09/20/2018 11:26 AM
Final Approval Date: 10/04/2018		

Commissioners Court - Regular Session **9.**

Meeting Date: 10/09/2018

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	09/18/2018 10:25 AM
Form Started By: Lydia Linden		Started On: 09/18/2018 10:00 AM
Final Approval Date: 09/18/2018		

Commissioners Court - Regular Session **10.**

Meeting Date: 10/09/2018

1603-062 CR 258 PEC Supplemental Agreement

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take approprate action regarding a Supplemental Standard Utility Agreement between PEC and Williamson County for utility relocation on CR 258, a Road Bond Project in Commissioner Pct 2.
Project: P256 Funding: Road Bond

Background

The supplemental agreement is necessary to reimburse PEC an additional $122,678.89 for actual costs incurred during the relocation of the electric facilities on CR 258. The actual cost of the relocations is increased by $122,678.89 to a new total cost of $449,281.30, with 97.30% being reimbursed by the County for a total reimbursement amount of $437,150.70.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 258 PEC Supplemental Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Dawn Haggard		Started On: 10/03/2018 04:48 PM
Final Approval Date: 10/04/2018		

Form Wilco-U-COA
Rev. 7/20/11

STANDARD UTILITIY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Pedernales Electric Cooperative, Inc. (***the "Utility"***) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on April 26, 2016 concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: additional design and construction work as detailed in the attached backup documents, which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional design and construction work found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **$ 122,678.89** for a total of **$ 437,150.70 .** The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

Form Wilco-U-COA
Rev. 7/20/11

STANDARD UTILITIY AGREEMENT
SUPPLEMENTAL AGREEMENT No 1
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY	**WILLIAMSON COUNTY**
Utility: Pedernales Electric Cooperative *Name of Utility*	By: _____
By: Dirk Field *Authorized Signature*	_____ *Dan A. Gattis*
Title: Electrical Distribution & Planning Manager	Title: Williamson Country Judge
Date: 9/28/18	Date: _____

ATTACHMENT "A"

Backup Documents to Supplemental:

Summary of reasons for Supplemental Agreement:

- **Design work:**
  - Additional coordination with AT&T, due to simultaneous relocations by AT&T and re-staking of utility locations.

- **Construction:**
  - Additional coordination with AT&T and PEC's relocations subcontractor (JPL), due to delays from AT&T relocations.
  - JPL had to top PEC's poles and then come back later to pull the pulls, since AT&T's relocations were delayed.

- **Material:**
  - Use of concrete poles to minimize the need for guy easements on adjacent properties.

Date:	4/26/2016	8/21/2018	10/4/2018
Document:	PEC Reimbursement Agreement	PEC Statement of Charges	Difference
Engineering Costs:	$ 143,747.59	$ 177,257.47	$ 33,509.88
Construction Costs:	$ 107,246.52	$ 154,175.86	$ 46,929.34
Material Costs:	$ 63,477.70	$ 87,300.83	$ 23,823.13
Internal Costs:		$ 30,547.14	$ 30,547.14
	$ 314,471.81	$ 449,281.30	
Eligibility Ratio:			
97.30%	$ 314,471.81	$ 437,150.70	$ 122,678.89

PEC Electric
CR 258
Final Invoice

Received
Aug 22, 2018
HNTB Corporation
Round Rock

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

STATEMENT OF CHARGES

Liberty Hill District
10825 W. State Hwy 29
Liberty Hill, Texas 78642
512-778-5470 X 7025

RE: County Road 258

RECIPIENT:

Name	Williamson County c/o HNTB Corporation
Address	505 East Huntland Drive, Suite 485
City, State, ZIP	Austin, Texas 78752

STATEMENT DATE: August 21, 2018

Sales Tax Rate: Exempt

PEC Work Order	DESCRIPTION	AMOUNT
101275	Arbol Tree Service Invoice 2523	$ 185.00
	M&S Engineering Invoice 19605	$ 3,936.56
	M&S Engineering Invoice 19869	$ 11,346.99
	M&S Engineering Invoice 20078	$ 3,558.90
	M&S Engineering Invoice 20391	$ 500.00
	M&S Engineering Invoice 21022	$ 170.00
	M&S Engineering Invoice 21239	$ 4,111.56
	M&S Engineering Invoice 21532	$ 16,164.70
	M&S Engineering Invoice 21895	$ 27,989.94
	M&S Engineering Invoice 22047	$ 8,403.45
	M&S Engineering Invoice 22394	$ 1,330.00
	M&S Engineering Invoice 22547	$ 6,272.00
	M&S Engineering Invoice 22998	$ 14,394.85
	M&S Engineering Invoice 23246	$ 13,819.59
	M&S Engineering Invoice 23503	$ 31,284.25
	M&S Engineering Invoice 23846	$ 3,145.76
	M&S Engineering Invoice 24200	$ 3,357.66
	M&S Engineering Invoice 24427	$ 3,255.51
	M&S Engineering Invoice 24811	$ 1,657.44
	M&S Engineering Invoice 25165	$ 2,051.44
	M&S Engineering Invoice 25388	$ 1,680.00
	M&S Engineering Invoice 26290	$ 10,327.43
	M&S Engineering Invoice 26561	$ 3,657.50
	M&S Engineering Invoice 26817	$ 571.94
	M&S Engineering Invoice 27063	$ 4,085.00

	James Powerline Invoice 6287C	$ 33,527.44
	James Powerline Invoice 6287R	$ 2,132.60
	James Powerline Invoice 6647	$ 27,845.00
	James Powerline Invoice 6966C	$ 55,908.68
	James Powerline Invoice 6966R	$ 34,762.14
	Invoice Subtotal 331,433.33	
	Material Cost	$ 58,103.88
	Material Overhead Cost (Delivery, Storage, Warehouse Labor)	$ 29,196.95
	Internal Labor Cost	$ 150.54
	Indirect Internal Labor	$ 30,396.60
	Subtotal 87,300.83	

SUBTOTAL	$ 449,281.30
TAX	$ -
Estimated Project Total	$449,281.30
Eligibility Ratio	97.30%
Estimated Total Reimbursable	**$437,150.70**

DIRECT ALL INQUIRIES TO:
Dirk Field
512-778-5470 ext 7020
Dirk.Field@peci.com

Less Amount Paid to Date for this Work Order = $314,471.81
Total Amount Remaining for Reimbursement to PEC = $122,678.89

Commissioners Court - Regular Session **11.**

Meeting Date: 10/09/2018

Order Regarding Extension of Arterial A

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 an Order Regarding the Extension of Arterial A by the City of Round Rock from Forest Creek Blvd. to SH 45.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order Regarding Extension of Arterial A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Charlie Crossfield		Started On: 10/04/2018 08:42 AM
Final Approval Date: 10/04/2018		

ORDER REGARDING EXTENSION OF ARTERIAL A

WHEREAS, the City of Round Rock ("Round Rock") is in the process of designing the extension of Arterial A (hereinafter referred to as the "Extension") from Forest Creek Boulevard to SH 45; and

WHEREAS, approximately 1.55 acres of the Extension will encroach within state property commonly known as the MKT Right-of-Way (the "MKT Encroachment"); and

WHEREAS, Minute Order 83157, dated May 22, 1985, tendered a proposal to Austin, Pflugerville, Round Rock, Georgetown, and Travis and Williamson Counties for the construction of a facility then known as the Mokan Transportation Corridor; and

WHEREAS, on or around May 22, 1989, Austin, Georgetown, Round Rock, Pflugerville, Travis County, Williamson County and the Capital Metropolitan Transportation Authority ("CapMetro") entered into an Interlocal Agreement (the "May 22, 1989 ILA") with the Texas Department of Transportation ('TxDOT") wherein the parties agreed to share in the costs to acquire the abandoned MKT Right-of-Way; and

WHEREAS, the above-mentioned entities were successful in acquiring significant portions of the abandoned MKT Right-of-Way and conveying said right-of-way to TxDOT; and

WHEREAS, on April 25, 2002, TxDOT passed Minute Number 108874 which acknowledged that the facility described in Minute Order 83157, with a revised scope after subsequent planning and studies, was moved eastward and would henceforth be called SH 130; and

WHEREAS, prior to allowing Round Rock's MKT Encroachment for the extension of Arterial A, TxDOT is requiring the consent of said encroachment from the City of Pflugerville, Williamson County, and CapMetro;

Now Therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THAT:

1. The facts and recitations in the preamble of this Order are hereby found and declared to be true and correct and are incorporated herein and expressly made a part hereof.

2. The County hereby gives its consent to TxDOT to allow Round Rock to utilize those sections of the MKT right-of-way as shown on Exhibit "A", attached hereto, to facilitate the extension of Arterial A from its current terminus to SH 45.

The Commissioners Court hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Order was adopted was posted and that such meeting was open to the public as required by law at all times during which this Order and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this the ____ day of _____, 2018.

_____
Dan A. Gattis, County Judge
Williamson County, Texas

ATTEST:

_____
Nancy Rister, County Clerk

Exhibit "A"
Encroachment Areas

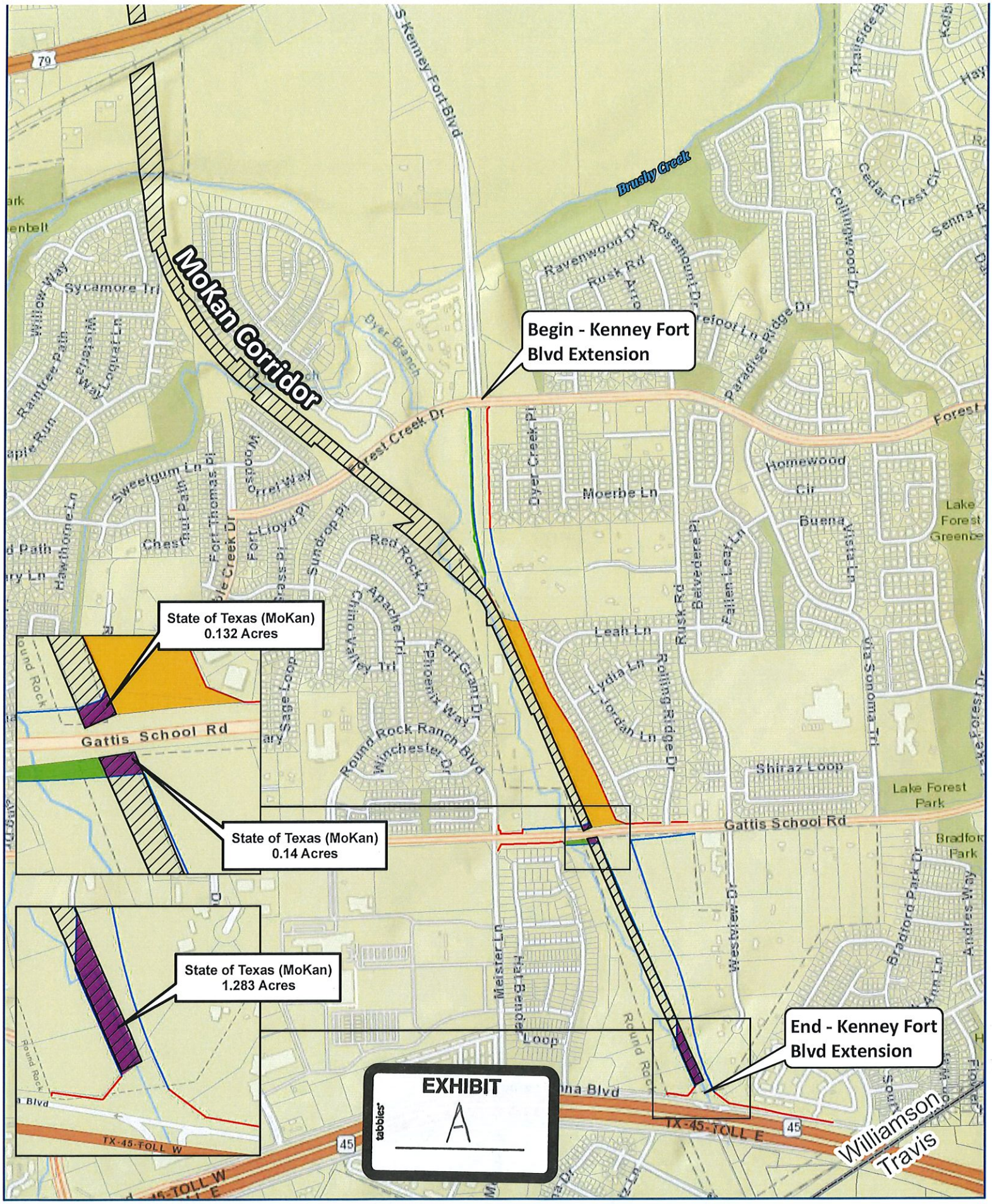


Exhibit A
Proposed Kenney Fort Blvd Extension
MoKan Right-of-Way

NORTH
Feet

Easement
Proposed ROW
Existing ROW
ROW MoKan
ROW Texas Permanent School Fund
ROW TxDOT
MoKan Corridor ROW
County
Parcels

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY
CP&Y

Commissioners Court - Regular Session **12.**

Meeting Date: 10/09/2018

Agreed Order- TCEQ

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 an Agreed Order with the Texas Commission on Environmental Quality.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ Agreed Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Charlie Crossfield		Started On: 10/04/2018 08:45 AM
Final Approval Date: 10/04/2018		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING WILLIAMSON COUNTY; RN108736927	**§ § § § §**	**BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

AGREED ORDER

DOCKET NO. 2017-1660-EAQ-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Williamson County ("Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, represented by the Litigation Division, and Respondent, represented by Tad Cleaves of the law firm Sheets & Crossfield, P.C., together stipulate that:

1. Respondent owns and operates real property located at 3801 County Road 175 in Leander, Williamson County, Texas (the "Site"). The Site is near or adjacent to water in the state as defined in TEX. WATER CODE § 26.001(5).
2. The Executive Director and Respondent agree that TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. WATER CODE ch. 26 and the rules of the TCEQ.
3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
4. An administrative penalty in the amount of four thousand sixty-three dollars ($4,063.00) is assessed by the Commission in settlement of the violations alleged in Section II. Respondent paid four thousand sixty-three dollars ($4,063.00) of the penalty.
5. The Executive Director and Respondent agree on a settlement of the matters addressed in this Order, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures which might otherwise be authorized or required in this action are waived in the interest of a more timely resolution of the matter.
6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that Respondent has not complied with one or more of the terms or conditions contained in this Order.

7. This Order represents the complete and fully-integrated agreement of the parties. The provisions of this Order are deemed severable, and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.

8. This Order shall terminate five years from its effective date or upon full compliance with all the terms and conditions set forth in this Order, whichever is later.

9. The Executive Director recognizes that Respondent implemented the following corrective measures at the Site:

   a. Ceased the dewatering operation on August 1, 2016; and

   b. Obtained approval of a Water Pollution Abatement Plan ("WPAP") under Edwards Aquifer Protection Program ("EAPP") ID No. 11000215 on February 15, 2017.

II. ALLEGATIONS

1. During an investigation conducted on August 1, 2016, an investigator documented that Respondent:

   a. Failed to filter discharges from dewatering activities through appropriately selected best management practices, in violation of TEX. WATER CODE § 26.121(a)(2), 30 TEX. ADMIN. CODE § 213.4(k), and EAPP ID No. 11-15082601, Standard Condition No. 12. Specifically, a dewatering operation was observed and sediment laden water was discharging without proper controls; and

   b. Failed to obtain approval of a modification to an approved WPAP prior to initiating a regulated activity over the Edwards Aquifer Recharge Zone, in violation of 30 TEX. ADMIN. CODE § 213.4(a)(1) and (j)(3) and EAPP No. 11-15082601, Standard Conditions No. 6. Specifically, the wet basin pond under construction was larger than approved.

III. DENIALS

Respondent generally denies each Allegation in Section II.

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. Respondent is assessed an administrative penalty as set forth in Section I, Paragraph 4. The payment of this penalty and Respondent's compliance with all of the requirements set forth in this Order resolve only the Allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective actions or penalties for violations which are not raised here.

2. All relief not expressly granted in this Order is denied.

3. The duties and provisions imposed by this Order shall apply to and be binding upon Respondent. Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Site operations referenced in this Order.

4. This Order, issued by the Commission, shall not be admissible against Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order, or (2) pursue violations of a statute within TCEQ's jurisdiction or of a rule adopted or an order or permit issued by the TCEQ under such a statute.

5. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

6. The effective date of this Order is the date it is signed by the commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

_____ _____
For the Commission Date

_____ _____
For the Executive Director Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions in this Order and/or failure to timely pay the penalty amount may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications;
- Referral of this case to the Attorney General's office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, I understand that any falsification of any compliance documents may result in criminal prosecution.

_____ _____
Signature Date

_____ _____
Name (Printed or typed) Title
Authorized representative of
Williamson County

☐ *If mailing address has changed, please check this box and provide the new address below:*

_____

Commissioners Court - Regular Session **13.**

Meeting Date: 10/09/2018

CR 111 Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with John B. Gordon and Cruzita R. Gordon for right of way needed on CR 176 (Parcel 11). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gordon Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Charlie Crossfield		Started On: 10/04/2018 08:52 AM
Final Approval Date: 10/04/2018		

REAL ESTATE CONTRACT
CR 176 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by JOHN B. GORDON and CRUZITA R. GORDON (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.289 acre (12,575 Sq. Ft.) tract of land in the James B. Allen Survey, Abstract No. 36 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-SEVEN and 00/100 Dollars (~~$23,177.00~~). 11111

$20,177

Payment of Purchase Price

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

2.03. County shall construct TxDot specification barbed wire fence on new right of way line prior to removal of old fence.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before November 1, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

John B. Gordon

Address: 901 CR 176
GEORGETOWN, TX 78628
BROWN

Date: 28 Sep 18

Cruzita R. Gordon

Address: _____

_____

Date: 9.28.18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT A

County: Williamson
Parcel: 11
Highway:County Road 176

FIELD NOTES

FOR

A 0.289 ACRE, OR 12,575 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.289 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the east right-of-way line of County Road 176, a variable width right-of-way, the southeast corner of Lot 19 of the Whitetail Subdivision recorded in Cabinet C, Slides 117-122 of the Plat Records of Williamson County, Texas;

THENCE N 20°42'11" W, with the east right-of-way line of County Road 176, same being the west line of said Whitetail Subdivision and the west line of the Final Plat of a Resubdivision of Lot 18, Whitetail Subdivision recorded in Cabinet FF, Slide 108 of the Plat Records of Williamson County, Texas, a distance of **1591.10 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10189003.14, E=3101968.94), the **POINT OF BEGINNING** of the herein described tract;

THENCE N 20°42'11" W, continuing with the east right-of-way line of said County Road 176, same being the west line of said Whitetail Subdivision and the aforementioned Lot 1, a distance of **374.34 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, an angle point in the southeast cutback for said County Road 176, same being a northwest corner of said Lot 1;

THENCE with said cutback, same being the north line of said Lot 1, the following two (2) courses and distances:

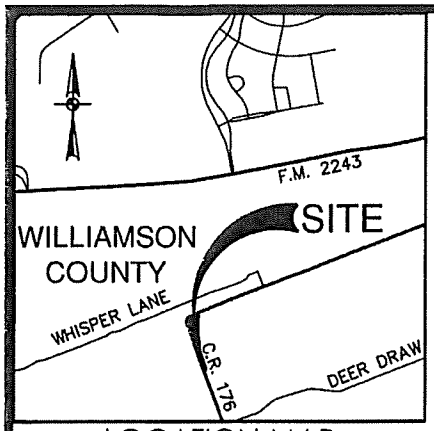
1. **N 17°09'49" E**, a distance of **39.43 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, and

2. **N 57°09'49" E**, a distance of **61.70 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set;

THENCE N 69°01'49" E, continuing with the north line of said Lot 1, same being the south right-of-way line of said County Road 176, a distance of **12.43 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature;

THENCE departing the south right-of-way line of said County Road 176, through the interior of said Lot 1, with said non-tangent curve to the left having a radius of **1011.00 feet**, a central angle of **24°31'54"**, a chord bearing and distance of **S 07°39'33" E, 429.57 feet**, an arc length of **432.87 feet** to the **POINT OF BEGINNING** and containing 0.289 of an Acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 3, 2017
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\GORDON-0.289Acre.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD.	FOUND
I.R.	IRON ROD

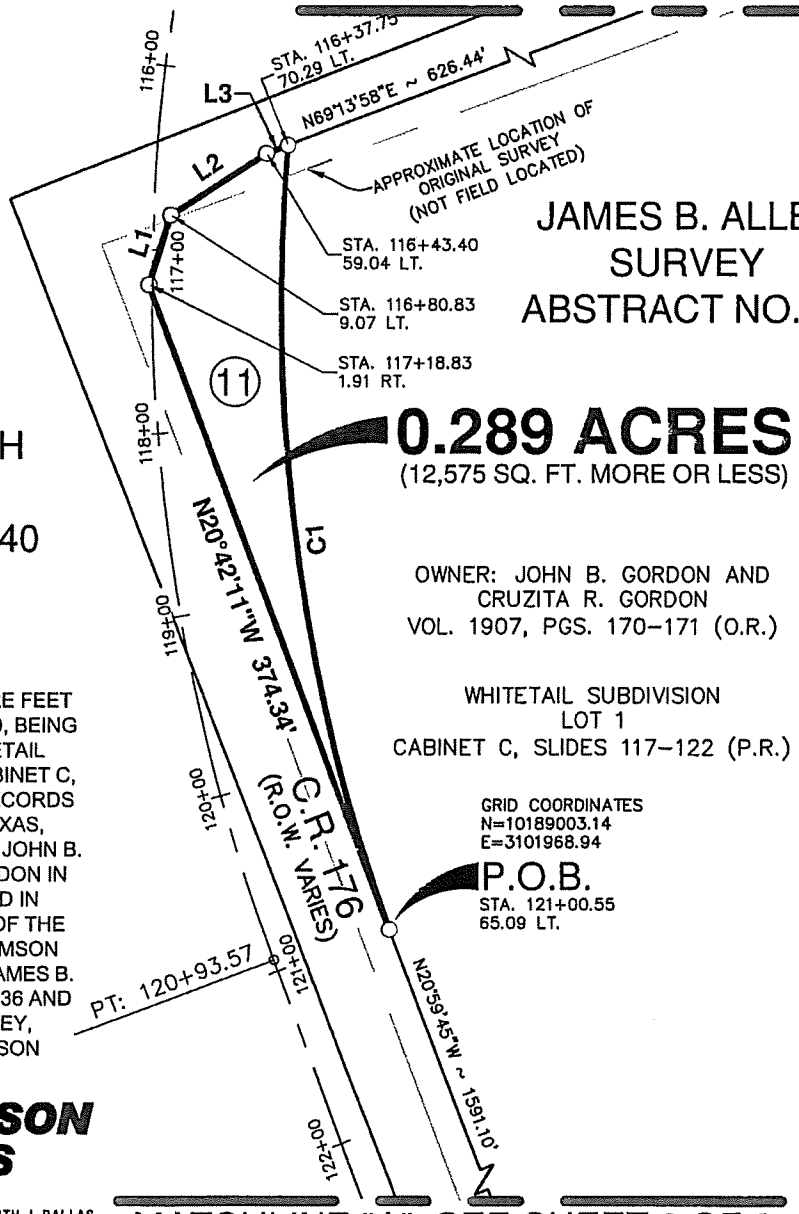
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

1 inch = 100'

100' 0' 50' 100'

MATCHLINE "B" SEE SHEET 2 OF 2



OWNER: MMA RANCH LIMITED PARTNERSHIP
A CALLED 223.444 ACRE TRACT
DOC. NO. 2011065654 (O.P.R.)

JAMES B. ALLEN SURVEY ABSTRACT NO. 36

JOHN T. CHURCH SURVEY ABSTRACT NO. 140

0.289 ACRES
(12,575 SQ. FT. MORE OR LESS)

OWNER: JOHN B. GORDON AND CRUZITA R. GORDON
VOL. 1907, PGS. 170-171 (O.R.)

WHITETAIL SUBDIVISION
LOT 1
CABINET C, SLIDES 117-122 (P.R.)

GRID COORDINATES
N=10189003.14
E=3101968.94

P.O.B.
STA. 121+00.55
65.09 LT.

EXHIBIT
OF

A 0.289 ACRE, OR 12,575 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

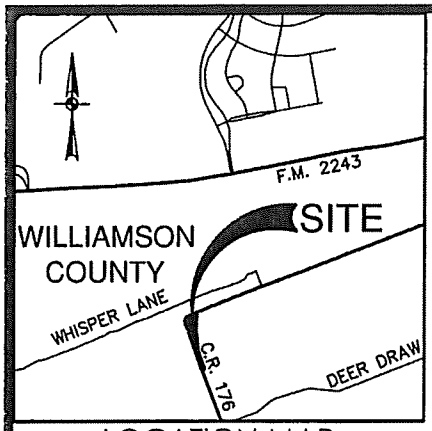
PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

MATCHLINE "A" SEE SHEET 2 OF 2

APRIL 27, 2017

JOB No.: 59006-16

Date: Jun 05, 2017, 2:20pm User ID: dherrera
File: H:\survey\SURVEY16\16-59006\Exhibits\GORDON.dwg



LOCATION MAP

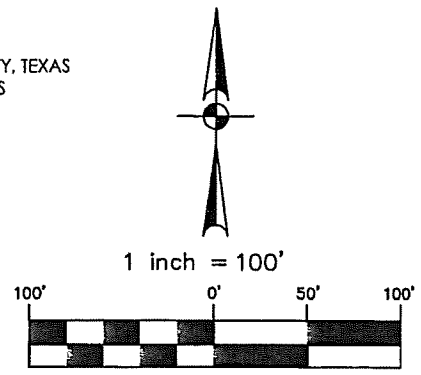
NOT-TO-SCALE

LEGEND:

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD.	FOUND
I.R.	IRON ROD

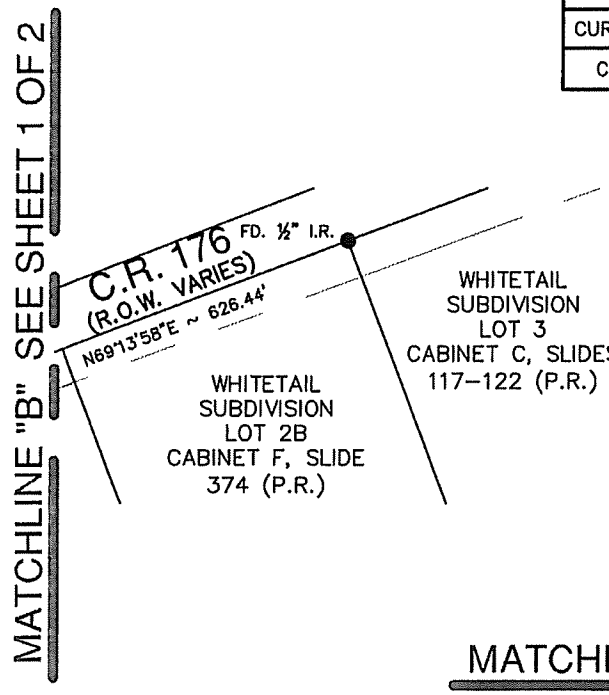
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1011.00'	24°31'54"	S07°39'33"E	429.57'	432.87'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N17°09'49"E	39.43'
L2	N57°09'49"E	61.70'
L3	N69°01'49"E	12.43'



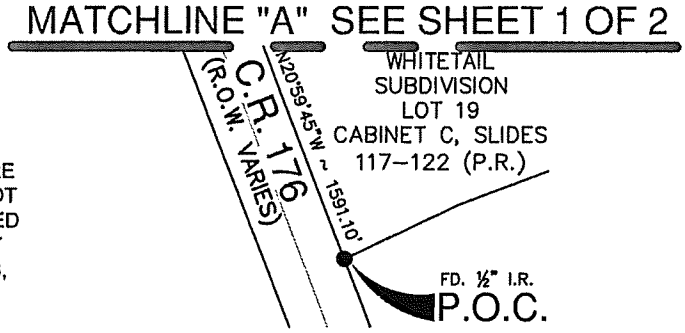


EXHIBIT
OF

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PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
7800 SHOAL CREEK BLVD, STE 220 W I AUSTIN, TX 78757 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

APRIL 27, 2017

JOB No.: 59006–16

Date: Jun 05, 2017, 9:27am User ID: dherrera
File: H:\survey\SURVEY16\16–59006\Exhibits\GORDON.dwg

EXHIBIT "B"

Parcel 11

DEED
CR 176 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

> All of that certain 0.289 acre (12,575 Sq. Ft.) tract of land in the James B. Allen Survey, Abstract No. 36 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR176.

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

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

_____

John B. Gordon

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by John B. Gordon, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____
Cruzita R. Gordon

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Cruzita R. Gordon, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **14.**

Meeting Date: 10/09/2018

Discuss consider and take appropriate action on a proposed Williamson County Landfill Site Operating Plan Permit Modification

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proposed Williamson County Landfill- Site Operating Plan Permit Modification.

Background

The modification allows slight modification of cell locations within the site but does not affect capacity or customer service. The permit also allows records to be kept in a more secure location off site.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Landfill- Site Operating Plan Permit Modification

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Kelly Murphy		Started On: 10/04/2018 08:31 AM
Final Approval Date: 10/04/2018		

Williamson County – Site Operating Plan Permit Modification

Waste Management of Texas
9900 Giles Road
Austin, TX 78752

SCS ENGINEERS

16208501.20 | August 27, 2018

12651 Briar Forest Dr. Ste 205
Houston, TX 77077
281-293-8494

August 27, 2018
File No. 16208501.20

Mr. Chance Goodin
Manager
MC 124
MSW Permits Division
Texas commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Subject: Williamson County Recycling and Disposal Facility – Williamson County
Municipal Solid Waste (MSW) – MSW Permit No. 1405B
Permit Modifcation – Site Development Plan (SDP) and Site Operating Plan (SOP)
RN100225754/CN600897888

Dear Mr. Goodin:

On behalf of Williamson County, SCS Engineers (SCS) is pleased to submit the attached revisions to the Part III, Site Development Plan, and Part IV, Site Operating Plan of the approved permit 1405B for the Williamson County Recycling and Disposal Facility (WCRDF) in Williamson County, Texas.

By this request, Williamson County is seeking approval of a modification to the Part III, Site Development Plan, Attachment 1, Site Layout Plan to revise the limits of Cells 3A – 3E and 4A – 4E and Part IV, Site Operating Plan to add an allowance for the storage of records at an alternate off-site location.

The following information is being submitted in support of this request for a permit modification.

DESCRIPTION OF PROPOSED CHANGES

This permit modification request includes a revision of Part III, Site Development Plan, Attachment 1, Site Layout Plan. Figures III-1.1, Site Layout Plan and III-1.4, Landfill Development Phasing – Initial Phases, have been revised to shift the northern limits of Cells 3A – 3E further north

In addition, Part IV, Site Operating Plan, has been revised to add an allowance for the storage of records older than five years at an alternate off-site location.

EXPLANATION SUPPORTING PERMIT MODIFICATION REQUEST

There are several operational benefits to the request including the following:

- Does not reduce the landfill's capability to protect the environment and human health
  This request is a revision to the facility's record keeping requirements and will not reduce the landfill's capability to protect the environment and human health.
- Does not increase the peak height of the landfill
  This request will not increase the peak height of the landfill.

- Does not decrease the base grades of the landfill
  This request will not decrease the base grades of the landfill.
- Rate of Waste Disposal
  This request will not have any effect on the rate of waste disposal.
- Does not increase landfill capacity
  This request will not increase the capacity of the landfill.
- Permit Modification Request
  The permit modification will be prepared in accordance with 30 TAC 305.70(j)(15), a change in the facility records storage area from an onsite to an offsite location and 30 TAC 305.70(j)(17), changes to the Site Development Plan to provide performance-based standards for personnel or equipment, or minor corrections to provide consistency within the permit, as a non-notice modification.

REVISIONS TO SECTIONS OF PART IV, SITE OPERATING PLAN INCLUDE THE FOLLOWING:

Section	Title	Description
TCEQ-10400	TCEQ Core Data Form	For CN600897888/RN100225754
TCEQ-20650	Permit Modification and Temporary Authorization Form	Reflect Permit Modification Submittal
Revision of Part III, Site Development Plan, Attachment 1	Site Layout Plan	Revised Cover Sheet, Table of Contents, Figure III-1.1, and Figure III-1.4.
Revision of Part IV	Site Operating Plan	Revised Cover Sheet, Table of Contents, and Text pages IV-4 through IV-9. Minor changes to revise record keeping requirements.

SPECIFIC PROVISION UNDER WHICH AUTHORIZATION IS REQUESTED

The proposed changes to the Part IV, Site Operating Plan are minor in nature and do not substantially alter the permit conditions or reduce the capability of the facility to protect human health and the environment. This permit modification is requested in accordance with 30 TAC §305.70(j)(15) for change to the about the facility records storage area from an onsite to an off-site location and 30 TAC §305.70(j)(17), changes to the Site Development Plan Plan to provide performance – based standards for personnel or equipment, or minor corrections to provide consistency within the permit, as a non-notice modification.

CERTIFICATION

The certification statement required by 30 TAC §305.44 is included as part of the enclosed Permit/Registration Modification and Temporary Authorization Application Form.

As required by 30 TAC §330.59(h)(1) of TCEQ rules, a $150 application fee has been submitted to the TCEQ Financial Administration Division. TCEQ E-pay voucher number is 384563 and 384564.

As required by 30 TAC §330.125(c) of TCEQ rules, please be advised that this letter with enclosures is being placed in the operating record for the subject facility in accordance with requirements of 30 TAC §330.125(a) and /or (b). Also as required, an original and one copy of this letter with enclosures are being submitted to the TCEQ central office while another copy is being submitted directly to the appropriate TCEQ regional office.

I trust that this submittal is complete and will lead to approval of this permit modification request. If you have any questions or comments concerning this submittal, please contact Mr. Murray at (817) 358-6156.

Sincerely,

J. Roy Murray, P.E.
Vice President
SCS Engineers

Samuel A. Franco, E.I.T.
Staff Professional
SCS Engineers

JRM/SAF

cc: The Honorable Judge Dan A. Gattis, Williamson County
Tim Champagne, WMTX
David Mann, TCEQ Region 11

TCEQ CORE DATA FORM

TCEQ

TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☐ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☒ Other **Permit Modification**

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒ Yes ☐ No — Permit modification.

3. Customer Reference Number ***(if issued)*** — **CN 600897888**

Follow this link to search for CN or RN numbers in Central Registry**

4. Regulated Entity Reference Number ***(if issued)*** — **RN 100225754**

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy) 8/27/2018

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐ Owner ☐ Operator ☒ Owner & Operator
☐ Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐ Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐ Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:	☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)*

12. E-Mail Address *(if applicable)*

13. Telephone Number ( ) -

14. Extension or Code

15. Fax Number *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*	**17. TX State Franchise Tax ID** *(11 digits)*	**18. DUNS Number** *(if applicable)*	**19. TX SOS Filing Number** *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☐ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☒ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Williamson County Recycling and Disposal Facility

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*							
	City		State		ZIP		ZIP + 4	
25. Mailing Address:							
	City		State		ZIP		ZIP + 4	
26. E-Mail Address:							

27. Telephone Number	28. Extension or Code	29. Fax Number *(if applicable)*
( ) -		( ) -

30. Primary SIC Code (4 digits)	31. Secondary SIC Code (4 digits)	32. Primary NAICS Code (5 or 6 digits)	33. Secondary NAICS Code (5 or 6 digits)

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	

36. Nearest City	County	State	Nearest ZIP Code

37. Latitude (N) In Decimal:			38. Longitude (W) In Decimal:		
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the dates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☐ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	James R. Murray, P.E.	41. Title:	Vice President

42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(281) 293-8494	6156	(281) 293-7878	jmurray@scsengineers.com

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Williamson County	Job Title:	Williamson County Judge
ame *(In Print)* :	Dan A. Gattis	Phone:	(512) 943-1550
Signature:		Date:	

TCEQ PERMIT MOFICIATION AND TEMPORARY AUTHORIZATION APPLICATION FORM FOR AN MSW FACILITY

Facility Name: Williamson County Recycling and Disposal Facility
Permittee/Registrant Name: Williamson County
MSW Authorization #: 1405B
Initial Submittal Date: August 27, 2018
Revision Date:

Texas Commission on Environmental Quality

Permit/Registration Modification and Temporary Authorization Application Form for an MSW Facility

1. Reason for Submittal

☒ Initial Submittal ☐ Notice of Deficiency (NOD) Response

2. Authorization Type

☒ Permit ☐ Registration

3. Application Type

☐ Modification with Public Notice ☒ Modification without Public Notice
☐ Temporary Authorization (TA) ☐ Modification for Name Change/Transfer

4. Application Fees

☐ Pay by Check ☒ Online Payment

If paid online, e-Pay Confirmation Number: 384563 and 384564

5. Application URL

Is the application submitted for a permit/registration modification with public notice?

☐ Yes ☒ No

If the answer is "Yes", enter the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted in the space provided: http://

6. Confidential Documents

Does the application contain confidential documents?

☐ Yes ☒ No

If "Yes", cross-reference the confidential documents throughout the application and submit as a separate attachment in a binder clearly marked "CONFIDENTIAL."

7. General Facility Information

Facility Name: **Williamson County Recycling and Disposal Facility**

MSW Authorization No.: 1405B

Regulated Entity Reference No.: RN100225754

Physical or Street Address (if available): **600 Landfill Road**

City: **Hutto** County: **Williamson** State: **TX** Zip Code: **78634**

(Area code) Telephone Number: **512-759-8881**

Latitude: **29.40** Longitude: **95.72**

8. Facility Type(s)

☒ Type I	☐ Type IV	☐ Type V
☐ Type I AE	☐ Type IV AE	☐ Type VI

9. Description of the Revisions to the Facility

Provide a brief description of all revisions to the permit/registration conditions and supporting documents referred by the permit/registration, and a reference to the specific provisions under which the modification/temporary authorization application is being made. Also, provide an explanation of why the modification/temporary authorization is requested: **Permit modification to modify the Part III, Site Development Plan, Attachment 1, Site Layout Plan to revise the limits of Cells 3A-3E and 4A-4E. The Part IV, Site Operating Plan, is also being revised to add an allowance for the storage of records older than five years at an alternate off-site location.**

This section is intentionally left blank; please continue to the next page.

10. Facility Contact Information

Site Operator (Permittee/Registrant) Name: Williamson County

Customer Reference No. (if issued)*: CN**600897888**

Mailing Address: **710 Main Street, Suite 101**

City: **Georgetown** County: **Williamson** State: **TX** Zip Code: **78626**

(Area Code) Telephone Number: **512-943-1550**

Email Address:

TX Secretary of State (SOS) Filing Number:

*If the Site Operator (Permittee/Registrant) does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Site Operator (Permittee/Registrant) as the Customer.

Operator Name[1]: Same as "Site Operator (Permittee/Registrant)"

Customer Reference No. (if issued)*:

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

Email Address:

Charter Number:

[1]If the Operator is the same as Site Operator/Permittee type "Same as "Site Operator (Permittee/Registrant)".
*If the Operator does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Operator as the customer.

Consultant Name (if applicable): SCS Engineers

Texas Board of Professional Engineers Firm Registration Number: **F-3407**

Mailing Address: **12651 Briar Forest, Suite 205**

City: **Houston** County: **Harris** State: **TX** Zip Code: **77077**

(Area Code) Telephone Number: **281-293-8494 ext 6156**

E-Mail Address: **jmurray@scsengineers.com**

Agent in Service Name (required only for out-of-state):

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address:

11. Ownership Status of the Facility

Is this a modification that changes the legal description, the property owner, or the Site Operator (Permittee/Registrant)?

☐ Yes ☒ No

If the answer is "No", skip this section.

Does the Site Operator (Permittee/Registrant) own all the facility units and all the facility property?

☒ Yes ☐ No

If "No", provide the information requested below for any additional ownership.

Owner Name:

Street or P.O. Box:

City: County: State: Zip Code:

(Area Code) Telephone Number:

Email Address (optional):

Charter Number:

Facility Name: Williamson County Recycling and Disposal Facility
Initial Submittal Date: August 27, 2018
MSW Authorization #: 1405B
Revision Date:

Signature Page

I, Dan A. Gattis, Williamson County Judge,
(Site Operator (Permittee/Registrant)'s Authorized Signatory) (Title)

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.

Signature: _____ Date: _____

TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, _____, hereby designate _____
(Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

_____
Printed or Typed Name of Operator or Principal Executive Officer

_____
Signature

SUBSCRIBED AND SWORN to before me by the said_____

On this _____ day of _____, _____

My commission expires on the _____ day of _____, _____

_____
Notary Public in and for

_____ County, Texas
(Note: Application Must Bear Signature & Seal of Notary Public)

Facility Name: Williamson County Recycling and Disposal Facility
Initial Submittal Date: August 27, 2018
MSW Authorization #: 1405B
Revision Date:

Permit/Registration Modification with Public Notice

(See Instructions for P.E. seal requirements.)

Required Attachments	**Attachment No.**
Land Ownership Map	
Land Ownership List	
Marked (Redline/Strikeout) Pages	
Unmarked Revised Pages	

Additional Attachments as Applicable- Select all those apply and add as necessary

- ☐ Signatory Authority
- ☐ Fee Payment Receipt
- ☐ Confidential Documents

Facility Name: Williamson County Recycling and Disposal Facility
Initial Submittal Date: August 27, 2018
MSW Authorization #: 1405B
Revision Date:

Permit/Registration Modification without Public Notice or TA

(See Instructions for P.E. seal requirements.)

Required Attachments (for Modifications only)	**Attachment No.**
Marked (Redline/Strikeout) Pages	**1**
Unmarked Revised Pages	**2**

Additional Attachments as Applicable- Select all those apply and add as necessary

- ☐ Signatory Authority
- ☐ Fee Payment Receipt
- ☐ Confidential Documents

Permit/Registration Name Change/Transfer Modification

(See Instructions for P.E. seal requirements.)

Required Attachments	**Attachment No.**
TCEQ Core Data Form(s)	
Property Legal Description	
Property Metes and Bounds Description	
Metes and Bounds Drawings	
On-Site Easements Drawing	
Land Ownership List	
Land Ownership Map	
Property Owner Affidavit	
Verification of Legal Status	
Evidence of Competency	

Additional Attachments as Applicable- Select all those apply and add as necessary

- ☐ Signatory Authority
- ☐ Fee Payment Receipt
- ☐ Confidential Documents
- ☐ Final Plat Record of Property, if platted
- ☐ Assumed Name Certificate

REDLINE/STRIKEOUT SITE DEVELOPMENT PLAN AND SITE OPERATING PLAN
(ONLY REVISED PAGES INCLUDED)

- PART III, SITE DEVELOPMENT PLAN
- PART III, ATTACHMENT 1, SITE LAYOUT PLAN
- PART IV, SITE OPERATING PLAN

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SITE DEVELOPMENT PLAN

PART III

Prepared for:

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

and

WASTE MANAGEMENT OF TEXAS, INC.
9900 Giles Road
Austin, Texas 78754

Prepared by:

SCS ENGINEERS
Texas Board of Professional Engineers Registration No. F-3407
12651 Briar Forest Drive, Suite 205
Houston, Texas 77077

MAY 2005
TECHNICALLY COMPLETE: FEBRUARY 2006
REVISION I: AUGUST 2009
REVISION 2: OCTOBER 2009
REVISION 3: MARCH 2012
REVISION 4: DECEMBER 2011
REVISION 5: DECEMBER 2015
REVISION 6: AUGUST 2018

APPENDICES

A Estimated Rate of Waste Deposition and Operating Life of Site

LIST OF ATTACHMENTS

III-1 Site Layout Plan (Revised March 2012, ~~and~~ December 2015, and August 2018)
III-2 Fill Cross-Section
III-3 Existing Contour Map
III-4 Geology Report (Revised December 2011)
III-5 Groundwater Characterization Report (Revised December 2011)
III-6 Groundwater and Surface Water Protection Plan & Drainage Plan (Revised July 2010)
III-7 Final Contour Map
III-8 Closure and Post-Closure Cost Estimate (Revised August 2009)
III-9 Applicant's Statement
III-10 Soil and Liner Quality Control Plan
III-11 Groundwater Sampling and Analysis Plan Revised December 2011)
III-12 Closure Plan
III-13 Post-Closure Plan
III-14 Landfill Gas Management Plan (Revised October 2011)
III-15 Leachate and Contaminated Water Plan (Revised March 2012)

WILLIAMSON COUNTY RECYCLING & DISPOSAL FACILITY PERMIT AMENDMENT APPLICATION MSW-1405B WILLIAMSON COUNTY, TEXAS

SITE LAYOUT PLAN

PART III, ATTACHMENT 1

Prepared for:

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

and

WASTE MANAGEMENT OF TEXAS, INC.
9900 Giles Road
Austin, Texas 78754

Prepared by:

SCS ENGINEERS
Texas Board of Professional Engineers Registration No. F-3407
12651 Briar Forest Dr., Suite 205
Houston, Texas 77077

MAY 2005
TECHNICALLY COMPLETE: FEBRUARY 2006
REVISION 1: MAY 2009
REVISION 2: OCTOBER 2009
REVISION 3: MARCH 2012
REVISION 4: DECEMBER 2011
REVISION 5: DECEMBER 2015
REVISION 6: AUGUST 2018

TABLE OF CONTENTS

FIGURES

III - 1.1 Site Layout Plan (Revised March 2012, ~~and~~ December 2015, and August 2018)
III - 1.2A Existing Facility Entrance Plan (Revised October 2009 and December 2015)
III - 1.2B Proposed Facility Entrance Plan (Revised October 2009)
III - 1.3 Road Details
III - 1.4 Landfill Development Phasing - Initial Phases (Revised October 2009, ~~and~~ December 2015, and August 2018))
III - 1.5 Landfill Development Phasing - Intermediate Phases (Revised July 2011 and December 2015)
III - 1.5A Landfill Development Phasing - Intermediate Phases (Added July 2011)
III - 1.5B Landfill Development Phasing - Intermediate Phases (Added July 2011)
III - 1.5C Landfill Development Phasing - Intermediate Phases (Added July 2011)
III - 1.6 Landfill Development Phasing - Final Phases (Revised July 2011)
III - 1.10 Recycling Facility Site Plan (Added October 2009)



LEGEND

- PROPERTY BOUNDARY
- PERMIT BOUNDARY
- 4C — CELL DESIGNATION & GENERAL DIRECTION OF PROGRESSION TO THE NEXT CELL
- CELL LIMIT
- 50 FOOT BUFFER ZONE
- F / 56 — SITE GRID SYSTEM
- 730 — EXISTING CONTOUR
- POND C — PROPOSED PONDS
- PROPOSED ROADS
- GMP 39 — PROPOSED GAS MONITORING PROBE
- GMP 24 — EXISTING GAS MONITORING PROBE
- PASSIVE LANDFILL GAS VENT
- UNDERGROUND UTILITY GAS VENT
- MW-12 — BOX INDICATES BACKGROUND MONITORING WELL
- MW-4 — GROUNDWATER MONITORING WELL
- SITE BENCHMARK N 10193605.909 E 3170469.313 EL.=724.157
- L — LIQUID STABILIZATION BASIN (TEMPORARY)
- LEP — LEACHATE EVAPORATION POND (TEMPORARY)
- LF — LEACHATE FORCE MAIN
- RECYCLING FACILTY

NOTES:

1. TOPOGRAPHY PROVIDED BY SAM, INC. DATED OCT. 2003.
2. SITE ENTRANCE FROM FM 1660.
3. WASTE PLACEMENT WILL BE FROM WEST TO EAST.
4. MAXIMUM WASTE ELEVATION = 838.0 FEET msl. MAXIMUM FINAL COVER ELEVATION = 840.0 FEET msl.
5. ENTIRE LANDFILL DESIGNATED TO RECEIVE MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND OTHER APPROVED WASTES. NO SPECIAL TRENCH DESIGNATIONS ARE INCLUDED.
6. FENCING SHALL BE INSTALLED AROUND THE ENTIRE PERMIT BOUNDARY. FENCING SHALL BE AT LEAST 3-STRAND BARBED WIRE, CHAIN LINK, OR EQUIVALENT.
7. INTERIOR SITE ACCESS ROADS SHALL BE EITHER COMPACTED SOIL, GRAVEL, CRUSHED STONE, APHALT, CONCRETE, OR OTHER ROAD BUILDING MATERIAL. SITE TO MAINTAIN ROADS TO PROVIDE ACCESS TO LANDFILL.
8. FOR DRAINAGE DETAILS, SEE PART III, ATTACHMENT 6.
9. FOR GROUNDWATER MONITORING WELL CONSTRUCTION SCHEDULE, SEE PART III, ATTACHMENTS 4 AND 5.
10. FOR GAS MONITORING PROBE CONSTRUCTION SCHEDULE AND DETAILS OF PASSIVE LANDFILL GAS VENT, SEE PART III, ATTACHMENT 14. PASSIVE LANDFILL GAS VENTS MAY BE REPLACED WITH ACTIVE GAS CONTROL SYSTEM.
11. FOR MORE INFORMATION ON LIQUID STABILIZATION BASINS, SEE SECTION 4.25 OF PART IV, SITE OPERATING PLAN. FOR STABILIZATION BASIN DETAILS, SEE FIGURE IV-1, LIQUID STABILIZATION BASIN DETAILS.
12. FOR LEACHATE EVAPORATION POND DETAILS, SEE PART III, ATTACHMENT 15.

REV.	DATE	DESCRIPTION	DRN BY	DES BY	CHK BY	APP BY
1	7/05	TECH MOD 1	JG	JRM	JW	JKR
2	8/07	CORRECT CELL DIMENSIONS	JG	BF	JRM	JKR
3	5/09	ADD ASPU and CDWRF	JG	PJ	JRM	JKR
4	9/09	REV: RECYCLING, MAINT. & OFFICE	JG	PJ	JRM	JKR
5	10/11	ADD LEACHATE POND & SOLID BASIN	JG	PJ	JRM	JKR
6	12/11	REVISED SEQUENCE OF DEVELOP & GW WELLS	JG	JRM	RD	JKR
7	3/12	ADDED NOTES 11 & 12	JG	JRM	RLD	JKR
8	12/2015	Removed C&D and Asphalt Recycling Facilities	JG	SF	JRM	JKR
9	8/2018	Revised cell limits	JG	SF	JRM	JKR

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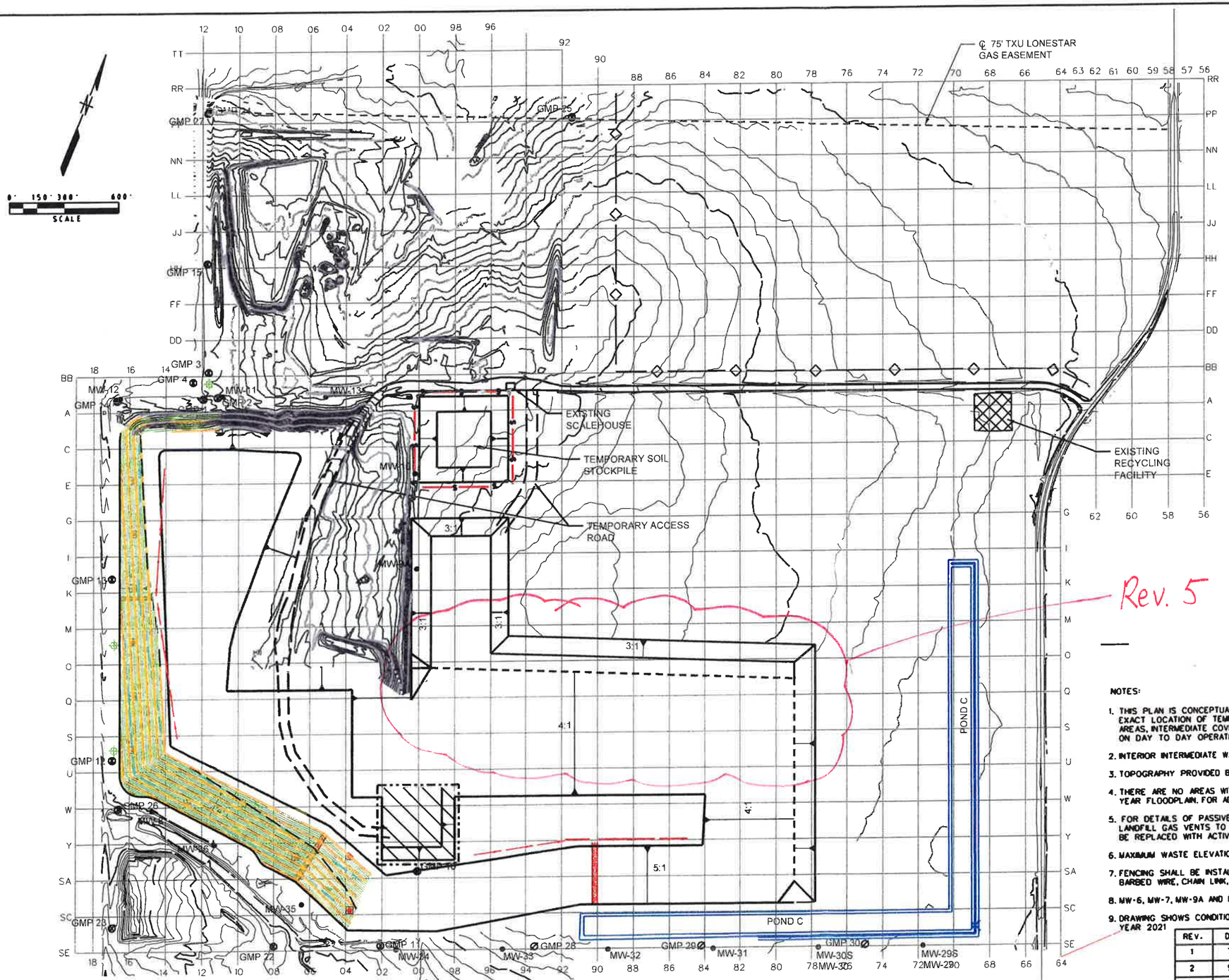
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WILLIAMSON COUNTY RECYCLING & DISPOSAL FACILITY
PERMIT MODIFICATION
PERMIT NO. MSW-1405B
HUTTO, WILLIAMSON COUNTY, TEXAS

SITE LAYOUT PLAN

FIGURE III-1.1



LEGEND

- PROPERTY BOUNDARY
- PERMIT BOUNDARY
- INTERMEDIATE COVER
- DAILY COVER
- FINAL COVER
- TEMPORARY TOE BERM
- TEMPORARY DIVERSION BERM OR DITCH
- TEMPORARY SILT FENCING
- 50 FOOT BUFFER ZONE
- SITE GRID SYSTEM (F 56)
- LIMITS OF LANDFILL
- EXISTING CONTOUR (700)
- GAS MONITORING PROBE
- PASSIVE LANDFILL GAS VENT
- UNDERGROUND UTILITY GAS VENT
- BOX INDICATES BACKGROUND MONITORING WELL (MW-12)
- GROUNDWATER MONITORING WELL (MW-4)
- DRAINAGE TERRACE
- FINAL COVER DRAINAGE CHANNEL A
- FINAL COVER DRAINAGE CHANNEL B
- AREAS SUBJECT TO FLOODING BY 100 YEAR STORM
- RECYCLING FACILITY
- PERIMETER FENCE

NOTES:

1. THIS PLAN IS CONCEPTUAL AND IS NOT MEANT TO INDICATE EXACT LOCATION OF TEMPORARY FACILITIES. EXACT LOCATION OF TEMPORARY ACCESS ROADS, DIVERSION BERMS, SILT FENCES, TOE BERMS, DAILY COVER AREAS, INTERMEDIATE COVER AREAS, AND SOIL STOCKPILES TO BE DETERMINED BY SITE OPERATOR BASED ON DAY TO DAY OPERATIONS OF THE FACILITY.
2. INTERIOR INTERMEDIATE WASTE SLOPES WILL BE 4:1 MAXIMUM.
3. TOPOGRAPHY PROVIDED BY SAM INC. DATED OCT. 2003.
4. THERE ARE NO AREAS WITHIN THE PERMIT BOUNDARY THAT ARE SUBJECT TO FLOODING BY THE FEMA 100 YEAR FLOODPLAIN. FOR ADDITIONAL INFORMATION SEE PART I/II-FIGURE I/II-7, FEMA FLOODPLAIN MAP.
5. FOR DETAILS OF PASSIVE LANDFILL GAS VENTS, SEE PART III, ATTACHMENT 14, FIGURE III-14.2. PASSIVE LANDFILL LANDFILL GAS VENTS TO BE CONSTRUCTED CONCURRENT WITH FINAL COVER. PASSIVE LANDFILL GAS VENTS MAY BE REPLACED WITH ACTIVE GAS CONTROL SYSTEM.
6. MAXIMUM WASTE ELEVATION- 838.0 FEET MSL. MAXIMUM FINAL COVER ELEVATION- 840.0 FEET MSL.
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8. MW-6, MW-7, MW-9A AND MW10 TO BE PLUGGED 90 DAYS AFTER CELL 3A IS CONSTRUCTED.
9. DRAWING SHOWS CONDITIONS AND SITE FEATURES AT COMPLETION OF PHASE 2, APPROXIMATELY YEAR 2021

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WILLIAMSON COUNTY RECYCLING & DISPOSAL FACILITY
PERMIT MODIFICATION
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HUTTO, WILLIAMSON COUNTY, TEXAS

LANDFILL DEVELOPMENT PHASING INITIAL PHASES

FIGURE III-1.4

FOR PERMIT PURPOSES ONLY

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SITE OPERATING PLAN

PART IV

Prepared for:

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

and

WASTE MANAGEMENT OF TEXAS, INC.
9900 Giles Road
Austin, Texas 78754

Prepared by:

SCS ENGINEERS
Texas Board of Professional Engineers Registration No. F-3407
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Houston, Texas 77077

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Training records on current personnel will be kept until closure of the facility and training records on former employees must be kept for at least three years from the date the employee last worked at the facility. Personnel training records may accompany personnel transferred within the same company.

A designated manager with supervisory responsibility over the facility shall maintain a Class A operator licenses in accordance with 30 TAC 30, Subchapter F (30 TAC §30.201 to .212).

Annual Waste Acceptance Rate: The facility shall maintain records to document the annual waste acceptance rate for the facility. Documentation will include maintaining the quarterly solid waste summary reports and the annual solid waste summary reports required by 30 TAC 330.675 in the operating record. In accordance with §330.125(h), whenever the waste acceptance rate as established by the sum of the previous four quarterly summary reports exceeds the current operating rate upon which equipment and personnel staffing has been based, and the waste increase is not due to a temporary occurrence, the Landfill Manager shall make changes in personnel and equipment as specified in Table A - Williamson County RDF Waste Volume Equipment Schedule to ensure that the site personnel and equipment necessary to safely manage the waste are available. If the volume of waste increase is beyond the scope described in this permit application, an application to modify the permit, including the revised estimated waste acceptance rate within 90 days of the exceedance as established by the sum of the previous four quarterly summary reports will be submitted to the ED. The permit modification application will propose any needed changes in the site operating plan necessary to manage the increased waste volume in terms of equipment, and manpower to protect public health and the environment that are beyond the scope addressed in the current approved permit application. The increased waste acceptance rate may justify requiring permit conditions that are different from or absent in the existing permit.

Records Management System

It shall be the responsibility of the landfill manager to maintain the facility operating record. All required records will be retained in either a hard copy or electronic format in the facility operating record.

All information contained in the operating record shall be available for inspection upon request. Records approved for storage off-site will be made available for review within 72 hours of a request. The permitee shall retain the different plans required for the facility and all information contained within the Operating Record, for the life of the facility, including the post-closure care period.

Documents will be added to the operating record within seven working days of completion of the item or receipt of analytical data. In accordance with §330.125(g), the executive director may set an alternate recordkeeping and notification schedule.

All operating record files that are older than five (5) years, may be stored at an alternate off-site location. The alternate off-site location will be recorded in the site operating record.

2.0 PERSONNEL §330.127(1)

The landfill personnel shall include, at a minimum, a landfill manager, two equipment operators, a gate attendant, and at least one laborer for other assigned tasks. The organizational chart at the end of this section provides the positions and chain-of-command of personnel necessary to operate the facility.

Landfill Manager

The landfill manager, or designated alternate (hereinafter referred to singularly as the landfill manager), shall be responsible for all activities at the landfill and shall be the designated contact person for regulatory compliance matters. The landfill manager shall provide onsite management of the landfill operations. The landfill manager shall have the authority and responsibility to reject unauthorized loads, require unauthorized materials to be removed by the transporter and/or assess appropriate surcharges, and have the unauthorized material removed.

The landfill manager will be responsible for ensuring compliance of day-to-day operations with Texas Commission on Environmental Quality (TCEQ) operating requirements and with the Site Operating Plan. In addition, the landfill manager will oversee all construction activities. The landfill manager will ensure adequate staffing to provide facility operation in accordance with the Site Development Plan (SDP), the SOP, and the TCEQ regulations, and will supervise equipment operators, gate attendants and laborers, and assign duties as necessary. The landfill manager will be responsible for fire protection training of landfill employees according to Section 4.4 of this plan. The landfill manager will be responsible for inspection and/or maintenance of all equipment and operating systems required under the permit (i.e., leachate collection system, methane gas collection system, etc.). The landfill manager will serve as the emergency contact and coordinator for the facility, and will be responsible for maintaining the Site Operating Record and required logs. The landfill manager must be experienced with and have the aptitude to implement operational aspects of solid waste disposal operations including knowledge of relevant regulations and permit requirements, waste-handling and safe management practices for disposal of municipal solid waste,

CLEAN SUBMITTAL SITE DEVELOPMENT PLAN AND SITE OPERATING PLAN

- PART III, SITE DEVELOPMENT PLAN
- PART III, ATTACHMENT 1, SITE LAYOUT PLAN
- PART IV, SITE OPERATING PLAN

WILLIAMSON COUNTY
RECYCLING & DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION MSW-1405B
WILLIAMSON COUNTY, TEXAS

SITE DEVELOPMENT PLAN

PART III

Prepared for:

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Georgetown, Texas 78626

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TABLE OF CONTENTS

1.0 SOLID WASTE DATA §330.54(3) 1
2.0 DESIGN DATA §330.54(4) 1
2.1 Landfill Method §330.55(a)(1) 2
2.2 All-weather Operations §330.55(a)(2) 2
2.3 Access Control §330.55(a)(3) 3
2.4 Site Life §330.55(a)(4) 4
3.0 DRINKING WATER PROTECTION §330.54(4), §330.55(a)(5), §330.200-206 4
3.1 Liner Design §330.200; §330.202 4
3.2 Leachate Collection System §330.201 5
3.3 Liner Design Constraints §330.203 6
3.4 Faults §330.204 6
3.5 Soil and Liner Quality Control Plan §330.205; §330.206 6
4.0 SURFACE WATER PROTECTION §330.55(b)(1)-(8) 7
4.1 Discharge of Pollutants §330.55(b)(1) 7
4.2 Handling Contaminated Water §330.55(b)(3)&(6) 8
4.3 Natural Drainage Patterns §330.55(b)(5)(D) 9
4.4 Site Drainage Design §330.55(b)(5)(A)-(C) 9
4.5 Drainage Impact §330.55(b)(5)(D) 10
4.6 Floodplain Considerations §330.55(b)(7) 11
4.7 Final Cover Erosion Protection §330.55(b)(4),(5)(E),&(8) 12
5.0 PROTECTION OF ENDANGERED SPECIES §330.55(b)(9) 13
6.0 LANDFILL MARKERS §330.55(b)(10)(A-H) and (J) 14
6.1 Site Markers §330.55(b)(10) 14
6.1.1 Easement And R.O.W. Markers §330.55(b)(10)(A),(B)&(E) 14
6.1.2 Site Grid System Markers §330.55(b)(10)(A),(B)&(F) 14
6.1.3 SLER or GLER Area Markers §330.55(b)(10)(A),(B),&(G) 15
6.1.4 100 Year Flood Limit Protection Markers §330.55(b)(10)(A),(B)&(H) 15
6.1.5 Site Boundary Markers §330.55(b)(10)(A)(B)&(C) 15
6.1.6 Buffer Zone Markers §330.55(b)(10)(A)(B)&(D) 15
6.1.7 Permanent Benchmark §330.55(b)(10)(J) 16



APPENDICES

A Estimated Rate of Waste Deposition and Operating Life of Site

LIST OF ATTACHMENTS

III-1 Site Layout Plan (Revised March 2012, December 2015, and August 2018)
III-2 Fill Cross-Section
III-3 Existing Contour Map
III-4 Geology Report (Revised December 2011)
III-5 Groundwater Characterization Report (Revised December 2011)
III-6 Groundwater and Surface Water Protection Plan & Drainage Plan (Revised July 2010)
III-7 Final Contour Map
III-8 Closure and Post-Closure Cost Estimate (Revised August 2009)
III-9 Applicant's Statement
III-10 Soil and Liner Quality Control Plan
III-11 Groundwater Sampling and Analysis Plan Revised December 2011)
III-12 Closure Plan
III-13 Post-Closure Plan
III-14 Landfill Gas Management Plan (Revised October 2011)
III-15 Leachate and Contaminated Water Plan (Revised March 2012)



SCS Engineers
TBPE Reg. # F-3407

WILLIAMSON COUNTY RECYCLING & DISPOSAL FACILITY PERMIT AMENDMENT APPLICATION MSW-1405B WILLIAMSON COUNTY, TEXAS

SITE LAYOUT PLAN

PART III, ATTACHMENT 1

Prepared for:

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301 S.E. Inner Loop, Suite 109
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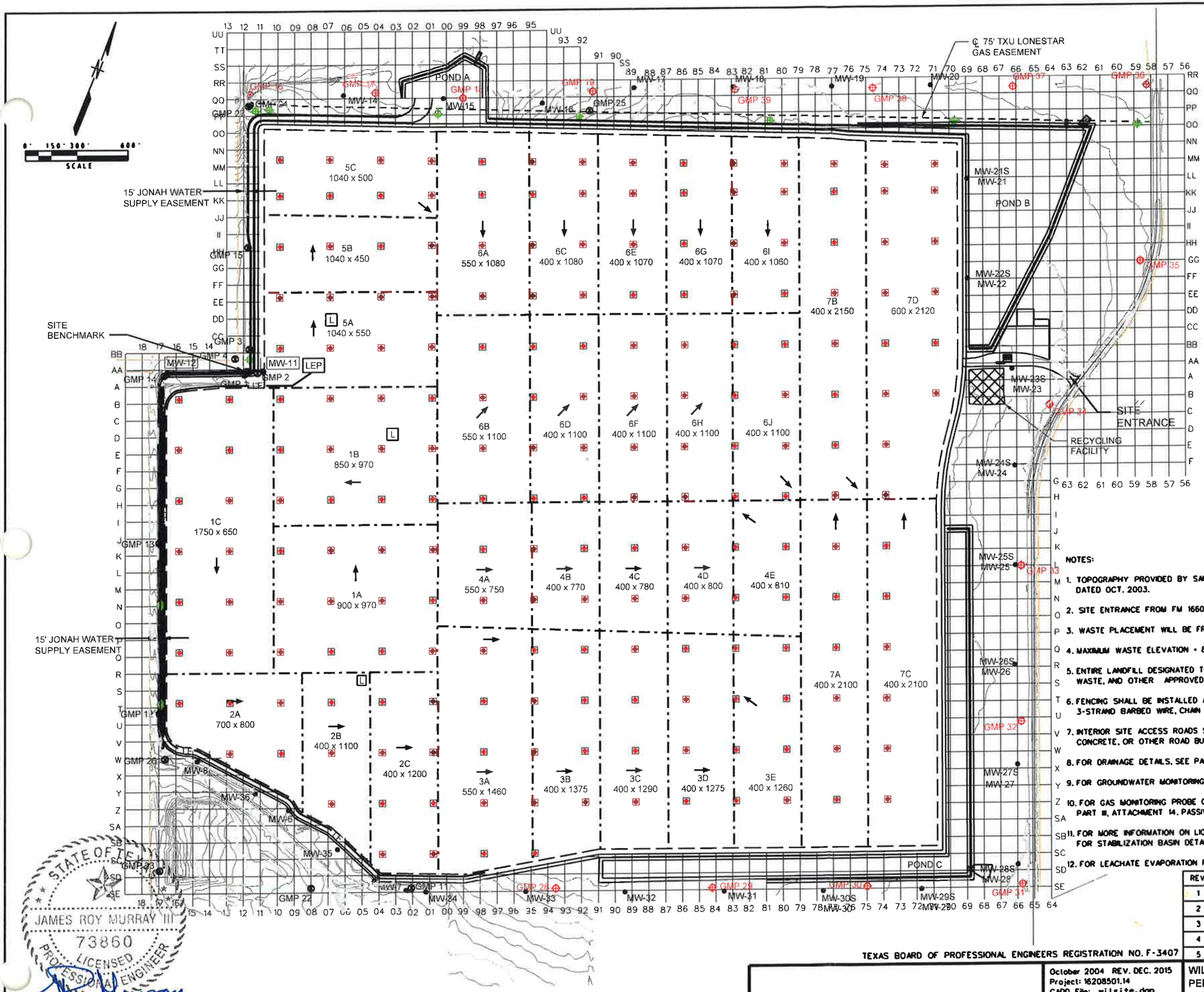
TABLE OF CONTENTS

FIGURES

III - 1.1 Site Layout Plan (Revised March 2012, December 2015, and August 2018)
III - 1.2A Existing Facility Entrance Plan (Revised October 2009 and December 2015)
III - 1.2B Proposed Facility Entrance Plan (Revised October 2009)
III - 1.3 Road Details
III - 1.4 Landfill Development Phasing - Initial Phases (Revised October 2009, December 2015, and August 2018))
III - 1.5 Landfill Development Phasing - Intermediate Phases (Revised July 2011 and December 2015)
III - 1.5A Landfill Development Phasing - Intermediate Phases (Added July 2011)
III - 1.5B Landfill Development Phasing - Intermediate Phases (Added July 2011)
III - 1.5C Landfill Development Phasing - Intermediate Phases (Added July 2011)
III - 1.6 Landfill Development Phasing - Final Phases (Revised July 2011)
III - 1.10 Recycling Facility Site Plan (Added October 2009)



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LEGEND

- PROPERTY BOUNDARY
- PERMIT BOUNDARY
- 4C — CELL DESIGNATION & GENERAL DIRECTION OF PROGRESSION TO THE NEXT CELL
- CELL LIMIT
- 50 FOOT BUFFER ZONE
- F / 56 — SITE GRID SYSTEM
- 730 — EXISTING CONTOUR
- POND C — PROPOSED PONDS
- PROPOSED ROADS
- GMP 39 — PROPOSED GAS MONITORING PROBE
- GMP 24 — EXISTING GAS MONITORING PROBE
- PASSIVE LANDFILL GAS VENT
- UNDERGROUND UTILITY GAS VENT
- MW-12 — BOX INDICATES BACKGROUND MONITORING WELL
- MW-4 — GROUNDWATER MONITORING WELL
- SITE BENCHMARK N 10193605.909 E 3170469.313 EL.=724.157
- L — LIQUID STABILIZATION BASIN (TEMPORARY)
- LEP — LEACHATE EVAPORATION POND (TEMPORARY)
- LF — LEACHATE FORCE MAIN
- RECYCLING FACILTY

NOTES:

1. TOPOGRAPHY PROVIDED BY SAM, INC. DATED OCT. 2003.
2. SITE ENTRANCE FROM FM 1660.
3. WASTE PLACEMENT WILL BE FROM WEST TO EAST.
4. MAXIMUM WASTE ELEVATION = 838.0 FEET msl. MAXIMUM FINAL COVER ELEVATION = 840.0 FEET msl.
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STATE OF TEXAS
JAMES ROY MURRAY III
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LICENSED
PROFESSIONAL ENGINEER
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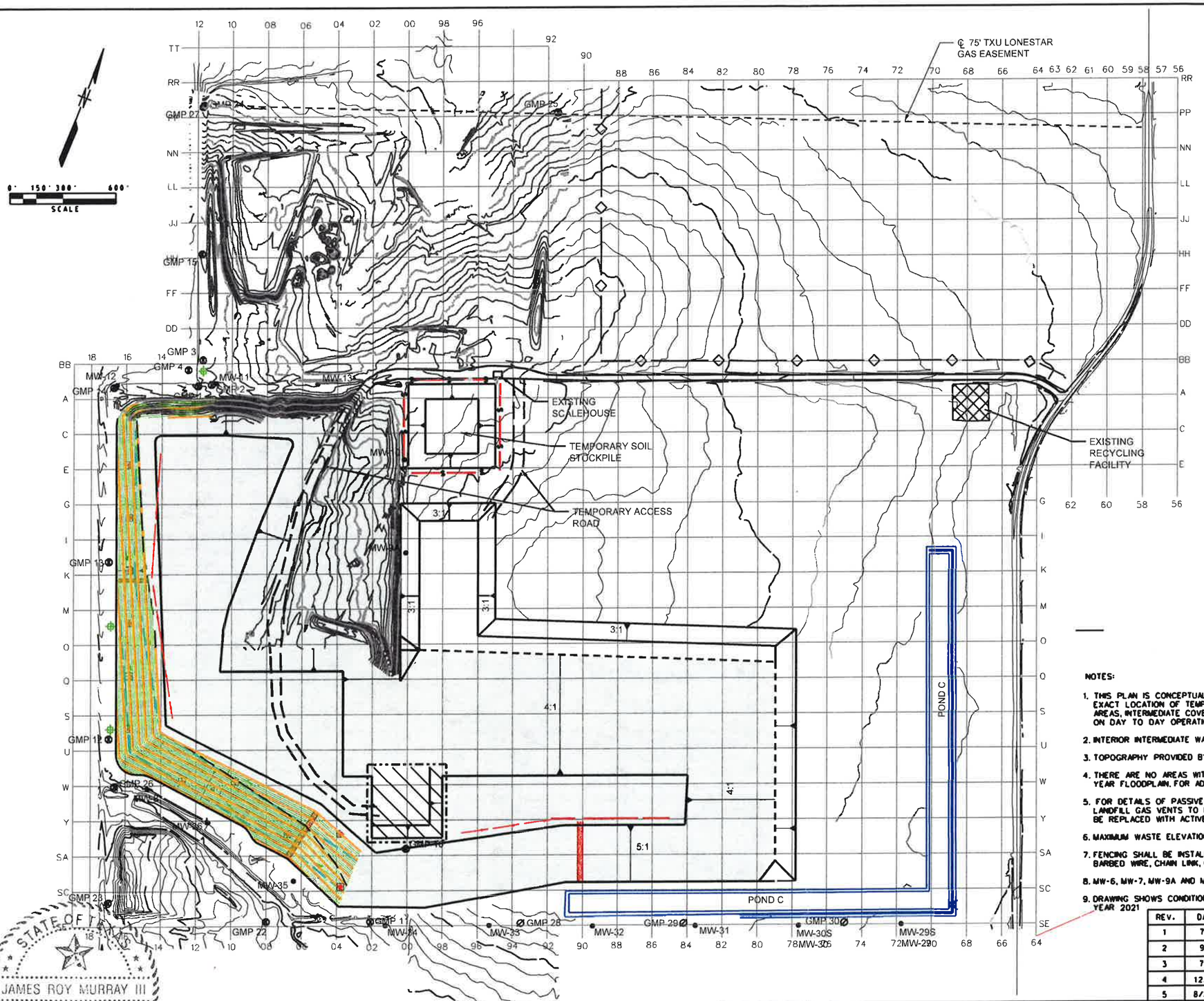
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SITE LAYOUT PLAN

FIGURE III-1.1



LEGEND

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LANDFILL DEVELOPMENT PHASING INITIAL PHASES

FIGURE III-1.4

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TABLE OF CONTENTS

1.0 INTRODUCTION 1
1.1 PRE-OPERATION NOTICE §330.123 1
1.2 RECORDKEEPING REQUIREMENTS §330.125 1
2.0 PERSONNEL §330.127(1) 5
3.0 EQUIPMENT §330.127(2) 7
4.0 GENERAL INSTRUCTIONS §330.127(3) 9
4.1 PERSONNEL TRAINING §330.127(4) 11
4.2 CONTROL OF PROHIBITED WASTE §330.127(5) 13
4.2.1 Detection and Prevention of the Disposal of Regulated Hazardous Waste 14
4.2.2 Prohibited Wastes 15
4.2.3 Random Inspections (30 TAC §330.127(5)(A) & (D)) 18
4.2.4 Prohibited Waste Remediation Plan (30 TAC §330.127(5)(E)) 19
4.3 OTHER SITE ACTIVITIES 19
4.3.1 Liquids Restrictions 20
4.3.2 Pond and Ditch Maintenance 20
4.3.3 Leachate System Maintenance 20
4.3.4 TPDES Monitoring 21
4.3.5 Final Cover Maintenance 21
4.3.6 Recycling Facility 21
4.4 FIRE PROTECTION PLAN §330.129 23
4.4.1 Fire Protection Standards 23
4.4.2 Operating Practices 24
4.4.3 Notifications 27
4.4.4 Other Emergency Contact Information 27
4.4.5 Fire Protection Training 28
4.5 ACCESS CONTROL §330.131 28
4.6 UNLOADING OF WASTE §330.133 29
4.7 HOURS OF OPERATION §330.135 32
4.8 SITE SIGN §330.137 33
4.9 CONTROL OF WINDBLOWN SOLID WASTE AND LITTER §330.139 33
4.10 EASEMENTS AND BUFFER ZONES §330.141 34
4.11 LANDFILL MARKERS AND BENCHMARKS §330.143 34
4.11.1 Easement and R.O.W. Markers §330.143(b)(4) 35
4.11.2 Site Grid System Markers §330.143(b)(5) 35
4.11.3 SLER or GLER Area Markers §330.143(b)(6) 36
4.11.4 100 Year Flood Limit Protection Markers §330.143(b)(7) 36
4.11.5 Site Boundary Markers §330.143(b)(2) 36
4.11.6 Buffer Zone Markers §330.143(b)(3) 36
4.11.7 Permanent Benchmark §330.143(b)(8) 36
4.12 MATERIALS ALONG ROUTE TO SITE §330.145 37
4.13 DISPOSAL OF LARGE ITEMS §330.147 38
4.14 AIR CRITERIA 38
4.15 ODOR MANAGEMENT PLAN §330.149 39
4.15.1 Sources of Odor 39

STATE OF TEXAS
JAMES ROY MURRAY III
73860
LICENSED
PROFESSIONAL ENGINEER
8/27/18
SCS Engineers
TBPE Reg. # F-3407

4.15.2 Odor Minimization 39
4.15.3 Odor Response Procedures 40
4.16 DISEASE VECTOR CONTROL §330.151 41
4.17 SITE ACCESS ROADS §330.153 41
4.18 SALVAGING AND SCAVENGING §330.155 42
4.19 ENDANGERED SPECIES PROTECTION §330.157 43
4.20 LANDFILL GAS CONTROL §330.159 43
4.21 OIL, GAS AND WATER WELLS §330.161 44
4.22 COMPACTION §330.163 44
4.23 LANDFILL COVER §330.165 45
4.24 PONDED WATER §330.167 48
4.24.1 Ponding Prevention Plan 48
4.25 DISPOSAL OF SPECIAL WASTE §330.171 49
4.26 DISPOSAL OF INDUSTRIAL WASTE §330.173 56
4.27 VISUAL SCREENING OF DEPOSITED WASTE §330.175 57
4.28 LEACHATE AND GAS CONDENSATE RECIRCULATION §330.177 57

FORMS

Example Operating Records Entry Form
Example Waste Characterization Data Form
Example Load Inspection Report Form
Example Waste Discrepancy Report Form

FIGURES

Figure IV-1 Liquid Stabilization Basin Details

APPENDICES

A Alternate Daily Cover Operating Plan
A.1 Material Safety Data Sheets
B Regulated Asbestos Containing Material Handling Plan



SCS Engineers
TBPE Reg. # F-3407

Training records on current personnel will be kept until closure of the facility and training records on former employees must be kept for at least three years from the date the employee last worked at the facility. Personnel training records may accompany personnel transferred within the same company.

A designated manager with supervisory responsibility over the facility shall maintain a Class A operator licenses in accordance with 30 TAC 30, Subchapter F (30 TAC §30.201 to .212).

Annual Waste Acceptance Rate: The facility shall maintain records to document the annual waste acceptance rate for the facility. Documentation will include maintaining the quarterly solid waste summary reports and the annual solid waste summary reports required by 30 TAC 330.675 in the operating record. In accordance with §330.125(h), whenever the waste acceptance rate as established by the sum of the previous four quarterly summary reports exceeds the current operating rate upon which equipment and personnel staffing has been based, and the waste increase is not due to a temporary occurrence, the Landfill Manager shall make changes in personnel and equipment as specified in Table A - Williamson County RDF Waste Volume Equipment Schedule to ensure that the site personnel and equipment necessary to safely manage the waste are available. If the volume of waste increase is beyond the scope described in this permit application, an application to modify the permit, including the revised estimated waste acceptance rate within 90 days of the exceedance as established by the sum of the previous four quarterly summary reports will be submitted to the ED. The permit modification application will propose any needed changes in the site operating plan necessary to manage the increased waste volume in terms of equipment, and manpower to protect public health and the environment that are beyond the scope addressed in the current approved permit application. The increased waste acceptance rate may justify requiring permit conditions that are different from or absent in the existing permit.

Records Management System

It shall be the responsibility of the landfill manager to maintain the facility operating record. All required records will be retained in either a hard copy or electronic format in the facility operating record.

All information contained in the operating record shall be available for inspection upon request. Records approved for storage off-site will be made available for review within 72 hours of a request. The permitee shall retain the different plans required for the facility and all information contained within the Operating Record, for the life of the facility, including the post-closure care period.

Documents will be added to the operating record within seven working days of completion of the item or receipt of analytical data. In accordance with §330.125(g), the executive director may set an alternate recordkeeping and notification schedule.

All operating record files that are older than five (5) years, may be stored at an alternate off-site location. The alternate off-site location will be recorded in the site operating record.

2.0 PERSONNEL §330.127(1)

The landfill personnel shall include, at a minimum, a landfill manager, two equipment operators, a gate attendant, and at least one laborer for other assigned tasks. The organizational chart at the end of this section provides the positions and chain-of-command of personnel necessary to operate the facility.

Landfill Manager

The landfill manager, or designated alternate (hereinafter referred to singularly as the landfill manager), shall be responsible for all activities at the landfill and shall be the designated contact person for regulatory compliance matters. The landfill manager shall provide onsite management of the landfill operations. The landfill manager shall have the authority and responsibility to reject unauthorized loads, require unauthorized materials to be removed by the transporter and/or assess appropriate surcharges, and have the unauthorized material removed.

The landfill manager will be responsible for ensuring compliance of day-to-day operations with Texas Commission on Environmental Quality (TCEQ) operating requirements and with the Site Operating Plan. In addition, the landfill manager will oversee all construction activities. The landfill manager will ensure adequate staffing to provide facility operation in accordance with the Site Development Plan (SDP), the SOP, and the TCEQ regulations, and will supervise equipment operators, gate attendants and laborers, and assign duties as necessary. The landfill manager will be responsible for fire protection training of landfill employees according to Section 4.4 of this plan. The landfill manager will be responsible for inspection and/or maintenance of all equipment and operating systems required under the permit (i.e., leachate collection system, methane gas collection system, etc.). The landfill manager will serve as the emergency contact and coordinator for the facility, and will be responsible for maintaining the Site Operating Record and required logs. The landfill manager must be experienced with and have the aptitude to implement operational aspects of solid waste disposal operations including knowledge of relevant regulations and permit requirements, waste-handling and safe management practices for disposal of municipal solid waste,

of municipal solid waste, health and safety, and waste identification. At a minimum, the landfill manager, will be an experienced manager and will maintain a Class A license as defined in 30 TAC §30.210.

Equipment Operator

Equipment operators shall be trained in the safe operation of landfill vehicles and heavy equipment. Duties to be performed may include spreading and compacting waste and cover soil as needed for the placement and containment of waste, maintaining access roads, establishing and maintaining stormwater drainage, excavation of soils, and construction activities in accordance with the SDP. The equipment operators shall also be responsible for daily inspection of equipment for operational and safety conditions. The equipment operators shall visually observe waste loads as they are placed to help ensure that prohibited wastes are not deposited within the unit. If prohibited wastes are observed, the equipment operators shall immediately notify the landfill manager. The equipment operators shall also assist other landfill personnel in fire protection operations, moving of litter fences, and other duties as directed by the landfill manager.

The minimum qualifications for an equipment operator include a demonstrated proficiency in the operation of heavy equipment and the ability to comprehend and implement the training included in Section 4.1, Personnel Training.

Gate Attendant

The gate attendant(s) shall be responsible for monitoring, documenting and measuring incoming waste and collection of appropriate fees. Duties may include selection of random loads for waste inspections in accordance with Section 4.2 of this plan, and directing waste loads to the appropriate disposal area(s). The gate attendant will be trained in safety procedures and the identification of prohibited wastes. If prohibited wastes are observed, the attendant shall not allow the waste into the landfill and shall immediately notify the landfill manager.

The minimum qualification for a scalehouse attendant includes a demonstrated ability to communicate with the customers and the ability to comprehend and use the scalehouse equipment (i.e., scales, computers, etc.) and the training included in Section 4.1, Personnel Training.

Laborer

Landfill laborers shall have responsibilities as directed by the landfill manager. These duties may include on and off site litter control, fire protection operations, dust control, inspection and maintenance of

perimeter fences and gate(s) and litter fences and other duties as necessary. Appropriate training will be provided commensurate to the duties and responsibilities of the laborer(s).

The minimum qualifications for a laborer include a demonstrated ability to comprehend the training included in Section 4.1, Personnel Training.

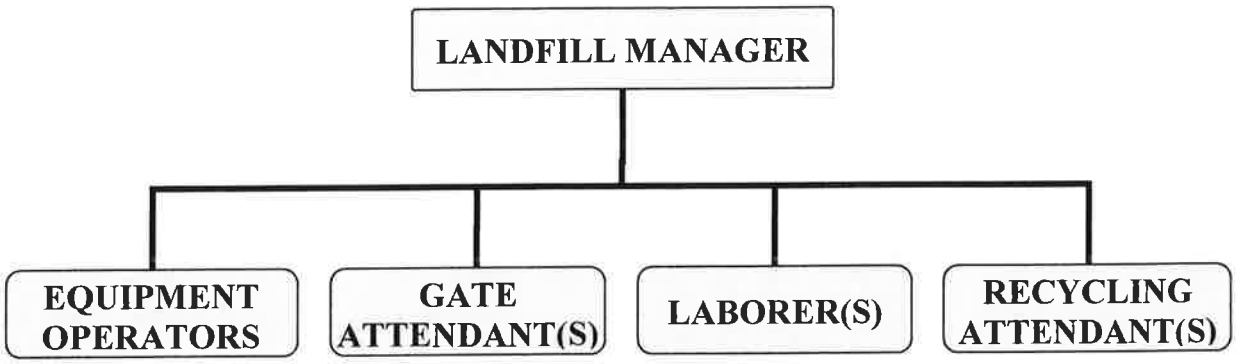
Recycling Facility Attendant

The recycling facility attendant is necessary only if the recycling facility is being operated. The recycling facility is an optional facility.

Recycling facility attendants shall have the responsibility of monitoring the incoming recyclable materials, directing the citizens to the correct drop-off locations of the recyclable materials, maintaining the recycling center, and other responsibilities as directed by the landfill manager. These duties may include on-site litter control, fire protection operations, dust control, inspection and maintenance of perimeter fences and gate(s) and other duties as necessary. Appropriate training will be provided commensurate to the duties and responsibilities of the recycling facility attendant(s).

The minimum qualifications for a recycling facility attendant include a demonstrated ability to communicate with the customers and the ability to comprehend and use the recycling facility equipment (i.e., bailer, forklift, etc.) and demonstrated ability to comprehend the training included in Section 4.1, Personnel Training.

WILLIAMSON COUNTY RECYCLING AND DISPOSAL FACILITY ORGANIZATIONAL CHART



3.0 EQUIPMENT §330.127(2)

Heavy equipment available for day to day operations of the disposal areas shall consist of at least one landfill compactor, one dozer (Caterpillar D-8 minimum or equivalent), earth moving equipment (621E Caterpillar Scraper minimum or equivalent or excavator and dump truck(s)), one motor grader (CAT FG 85 or equivalent) and a water truck. When major repairs to heavy equipment are needed, the landfill operator or contractors will make additional equipment of similar size and function available.

The landfill compactor shall be a wheeled compactor with a minimum weight of 40,000 pounds with appropriate cleats for sufficient compaction of wastes. The dozer shall be capable of spreading MSW waste and soils for cover, and performing construction maintenance of on-site roads. The water truck shall be used for spreading water for dust control and fire prevention/protection. The earth moving equipment (i.e., loader and dump truck and/or scraper) shall be capable of moving sufficient volumes of soil as necessary. For additional information regarding the number, size, and capacities of the equipment, see Table A, Williamson County RDF Waste Volume Equipment Schedule. In addition to the required equipment listed in the table below, miscellaneous pickups, and/or other light utility vehicles as well as various portable water pumps, instruments, and safety and training equipment will be on-site as necessary. The pickup truck shall be used to haul landfill personnel within the site to conduct site duties and collect wind blown and spilled litter (both on and off site). The portable pump shall be used for pumping stormwater from excavations and from ponded areas.

The optional recycling center may have a bailer, fork lift and/or front end loader at the facility's option.

TABLE A
Williamson County RDF
Waste Volume Equipment Schedule

	Waste Acceptance Rate (Tons Per Day)					
	0 - 1940 (yrs 1 - 8)	**1941 - 2981 (yrs 9 - 21)**	**2982 - 5821 (yrs 22 – 40)**	**5822 - 6753 (years 41 - 45)**	**Minimum Size**	**Function**
Compactor	1	2	3	4	CAT 836 or equivalent	Waste and soil spreading and compaction
Dozer	1	2	3	4	CAT D8 or equivalent	Waste spreading, soil spreading and compaction
Scraper	1	2	2	2	10 to 20 cy capacity, various makes	Transportation of cover soil, excavation of new cells
Excavator	1	1	1	1	Various makes	Excavation of new cells (in tandem with dump truck(s), instead of scraper)

Dump Truck	1	2 or more	2 or more	2 or more	10 to 15 cy capacity, various makes	Transportation of cover soil (in tandem with dump truck(s), instead of scraper)
Maintainer	1	1	1	1	Various makes	Grading of access roads
Water Truck	1	1	1	1	2,000 gallon, various makes	Dust control, fire fighting support
Temporary Litter Fencing	1	1	2	2	200 feet four feet high	Active face litter control
Rotary Broom	1	1	1	1		Sweep roads

Notes:
1. The years shown under the waste acceptance rates are based on the following assumptions:
   a. Volumes are calculated by the combined efforts of a D8 dozer and an 836 Compactor handling 215.6 tons per hour.
   b. The tons per day are based on a 9 hour work day.
2. Daily waste acceptance rates used to estimate equipment and manpower needs are based on historic annual waste acceptance rate determined by the sum of the previous 4 consecutive quarters divided by the number of days the site was open during the previous 4 consecutive quarters.

See also section 4.4.2 Fire Protection Plan, Operating Standards for additional equipment requirements.

4.0 GENERAL INSTRUCTIONS §330.127(3)

The operational procedures outlined in this SOP will be followed and will be considered a part of the operating record of this MSWLF facility. This facility is designed for Type I MSW disposal and consists of separate phases. Each phase will be constructed as the operations advance.

Operations will be conducted in a professional manner by qualified and trained personnel. Operational objectives will consist of placing the maximum amount of waste in a specified area, and operating the site in compliance with the TCEQ regulations, the site permit, and the SOP.

The following Facility Operations, Inspection, and Maintenance listing includes general instructions that the operating personnel will follow concerning the operational requirements of the facility.

Commissioners Court - Regular Session **15.**

Meeting Date: 10/09/2018

FY 2019 Indigent Defense Grant Program Resolution

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the FY 2019 Williamson County Resolution for the Indigent Defense Grant Program.

Background

Funding period is October 1, 2018 through September 30, 2019. Approval of ths Resolution by Commissioners' Court is required for eligibility. The County has participated in this grant for many years. The signed Resolution is due for submission to the Texas Indigent Defense Commission by November 15, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY19 Indigent Defense Grant Program Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/02/2018 03:21 PM
Form Started By: Lisa Moore		Started On: 09/28/2018 02:04 PM
Final Approval Date: 10/02/2018		

2019 Williamson County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2018.

_____

Dan A. Gattis
County Judge

Attest:

_____

County Clerk

Commissioners Court - Regular Session **16.**

Meeting Date: 10/09/2018

Block House MUD Standard Agreement

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Block House Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for Block House MUD to contract County Deputies in a private capacity and the County to invoice Block House MUD for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Block House MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Starla Hall		Started On: 09/27/2018 11:33 AM
Final Approval Date: 10/04/2018		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times working for LGE when performing services for the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY

SHALL BE NAMED AS AN ADDITIONAL INSURED OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2018, and shall terminate on September 30, 2019, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2019, and October 1, 2020. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2022.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT 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, 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.

LGE:

Name of LGE: **BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**

Signature: _____

Printed Name: Vanessa Longoria-Carter

Title: President, Board of Directors

Date: September 26, 2018

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 10-2, 2018

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR RELATED TO USE OF

CONFIRMATION OF BUDGETARY AUTHORIZATION
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **17.**

Meeting Date: 10/09/2018

Public Hearing

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request from District Attorney Shawn Dick to increase the budgeted salary amount for the positions of DA Lead Victim Assistance Coordinator, position #1847; DA Felony Prosecutor I, position #1848 and DA Felony Prosecutor I, position #1848, in the District Attorney's Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

1. The reason for the payment in excess of the budgeted amount is to provide for an increased hiring salary for well qualified applicants.
2. The excess amount is $30,286.65 which will be paid through the normal bi-weekly payroll. The public purpose served by providing the increased salaries is the ability to reduce service delivery issues due to excess training required for less experienced employees.

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	10/02/2018 03:23 PM
Form Started By: Tara Raymore		Started On: 09/27/2018 04:02 PM
Final Approval Date: 10/02/2018		

Commissioners Court - Regular Session **18.**

Meeting Date: 10/09/2018

DA Salary Increase

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request by District Attorney Shawn Dick to increase the budgeted salary amount for the following positions: DA Lead Victim Assistance Coordinator, position #1847 from the budgeted annual salary amount of $43,671.81 to the increased salary amount of $55,570; DA Felony Prosecutor I, position #1849 from the budgeted annual salary amount of $91,742.23 to the increased salary amount of $100,936.46; DA Felony Prosecutor I, position #1848 from the budgeted salary of $91,742.23 to the increased salary amount of $100,936.46 for the remainder of the current fiscal year.
These increases will be funded using excess salary funds in the current budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/02/2018 03:23 PM
Form Started By: Tara Raymore		Started On: 09/27/2018 04:04 PM
Final Approval Date: 10/02/2018		

Commissioners Court - Regular Session **19.**

Meeting Date: 10/09/2018

PBO

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

budgetorderproposed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	10/02/2018 03:21 PM
Form Started By: Rebecca Clemons		Started On: 10/02/2018 11:03 AM
Final Approval Date: 10/02/2018		

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, the maximum allowable salary for each position, and the job titles are 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.

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 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 positions listed:

Emergency Communications – Maximum of 16 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

6. On – call Pay – Specific positions within the Sheriffs' Office and Corrections are 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. Funding amount is $200 per week to be paid by the Sheriff Office's State and Local Forfeiture Funds. The following positions are authorized to receive on – call pay for the maximum number of positions and amounts listed:

Detectives – Maximum of 2 positions
Sergeant Detective – Maximum of 1 position
Crime Scene/ Special Evidence Tech – Maximum of 1 position
SWAT – Maximum of 8 positions
Transportation Deputies (Corrections) – Maximum of 2 positions
Victim's Assistance – Maximum of 1 position

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.

~~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 (eighty~~forty (40)~~ hours in a pay period) 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 rate.~~, 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.

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.

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.
   - Personal charges on the procurement card are strictly prohibited.
   - Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made.
   - Purchases must adhere to all competitive procurement requirements and may not be split or segmented to avoid such requirements or credit limits.

- ***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.
- The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office.
  - **Level 1**: Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits.
  - **Level 2**: Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days.
  - **Level 3**: Account closed permanently; may include termination of employment based on severity of violation.
- Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a **Level 3** infraction.

4. 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

5. Any questions related to compliance with intent 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 to the following Thursday approximately 12-20 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 12-20 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,~~,~~ 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 Maintenance~~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 by the court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Road and Bridge
J. Jansen

The following list has been exempted from the out of county policy for take home vehicles by the court.

Sheriff's Office
H. Vargas
W. Steffen
R. Gauvin
J. Sapien
J. Helm
J. Guinn

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. The Auditor's Office 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.

IX. 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 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~~.

IV~~I~~. 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.

V~~H~~. 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.

VIIIX. 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.

IX. 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.

- 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 **20.**

Meeting Date: 10/09/2018

Spectrum internet service agreement for 321 Ed Schmidt Blvd

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding agreement with Charter Communications Operating, LLC d/b/a Spectrum for internet services at 321 Ed Schmidt Blvd, Suite 200 (Commissioner Pct 4 office).

Background

This agreement is for internet service at the new Commissioner Precinct 4 office in Hutto. This is budgeted as well as on state contract and replaces the current service at the Hutto Annex. Legal would like to note that the vendor is not willing to modify their contract to County standards. However we have limited options from internet providers and the service is on a month-to-month basis and can be cancelled anytime.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Spectrum Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 03:00 PM
Form Started By: Richard Semple		Started On: 10/04/2018 11:23 AM
Final Approval Date: 10/04/2018		

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Paul Gonzales
Phone: (512) 485-6497 ext:
Cell Phone:
Fax:
Email: paul.gonzales@charter.com

Order # 10788587

Customer Information: Customer Code		
Business Name	Williamson County *Master* (HQ)	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****6906		
Billing Address		
Attention To:DIR-TEX-AN-NG-CTSA-008		**Account Number**
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Thomas G	(254) 220-9475	thomas.gillespie@wilco.org

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Internet and TV Services Order Information For 321 Ed Schmidt Blvd Suite 200 Hutto TX 78634

Service Type
High Speed Internet (HSD)
IPs (Internet Addresses)

New and Revised Services and Monthly Charges At 321 Ed Schmidt Blvd Unit Suite 200, Hutto TX 78634

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Spectrum Business Internet	1	$59.99	$59.99	Month to Month
Static IP 1	1	$14.99	$14.99	Month to Month
***Total**			**$74.98**	

*Prices do not include taxes and fees.

One Time fees At 321 Ed Schmidt Blvd Unit Suite 200, Hutto TX 78634

Description	Quantity	Sales Price	Total
Internet Installation	1	$99.00	$99.00
Total			**$99.00**

*Prices do not include taxes and fees.

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Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

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SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at https://enterprise.spectrum.com/ ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Paul Gonzales Telephone: (512) 485-6497 Email: paul.gonzales@charter.com

Customer Information				
Customer Name (Exact Legal Name): Williamson County *Master* (HQ)			Main Tel. No.:	
Billing Address: 301 SE Inner Loop, Suite 105	Suite:	City: GEORGETOWN	State: TX	Zip Code: 78626
Billing Contact Name: Tammy McCulley	Tel.No.: (512) 943-1455		E-mail: tmcculley@wilco.org	
Authorized Contact Name: Richard Semple	Tel.No.: (512) 943-1489		E-mail: rsemple@wilco.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: Williamson County *Master* (HQ)

By:

Name (printed):

Title:

Date:

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Commissioners Court - Regular Session **21.**

Meeting Date: 10/09/2018

Consider termination of Corrugated Metal Pipe contract 1601-050 with Contech Engineered Solutions

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 regarding termination notice of IFB contract #1601-050, Corrugated Metal Pipe, with Contech Engineering Solutions LLC upon recommendation of Williamson County Road & Bridge Department.

Background

The memorandum of justification provided by Road & Bridge department supports the termination. This contract was originally created in 2016, and was renewed in March 2018 for another term, with a 5% increase in pricing. Two months later, in June 2018, Contech Engineering Solutions requested an addiitonal 20-30% increase in all bid items. After review, the decision has been made to cancel this vendor contract and rebid all items in a competitive scenerio based on the most current market forecasts and trends.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Termination

Memo recommending 1601-050 contract termination

IFB Packet for Bid 1601-050 Corrugated Metal Pipe

1601-050 renewal 2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 09:39 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:47 AM
Form Started By: Dianne West		Started On: 09/26/2018 04:12 PM
Final Approval Date: 10/04/2018		

WILLIAMSON COUNTY
1848

MEMORANDUM

To: Randy Barker

JTE

From: J. Terron Evertson, P.E.

Date: September 26, 2018

Re: Corrugated Metal Pipe – #1601-050 – Contech Engineered Solutions

---

Corrugated Metal Pipe was bid in February 2016, with Williamson County Road and Bridge selecting Contech Engineered Solutions as the sole vendor. The contract was renewed using the same bid prices in March 2017. Upon request for renewal, Contech requested to renew with a 5% price increase on all bid items. Contech submitted paperwork as justification per requirements from Purchasing. Their increase is based on raw steel material pricing volatility in the open market. In June 2018, Contech requested a new price increase on bid items due to continued increases in raw steel material pricing through early to mid-year 2018. Their request would increase the pricing 20-30% on all bid items.

Road and Bridge investigated corrugated metal pipe and the steel industry pricing to verify the price increase justification. We checked with the following resources:

- IHS Markit – Commodity Forecasting
- TxDOT Highway Cost Index, September 2018
- Engineering News Report cost index and forecast
- TxDOT counterparts in Austin District

We have concluded that Contech's price increase request was warranted based on market changes in 2018. However, Contech is the sole vendor on the contract and it is a renewal of one originally created in 2016. I recommend termination of the current 1601-050 contract with Contech and pursuing a new contract for corrugated metal pipe. This will allow multiple vendors to bid competitively based on the most current market forecasts and trends.

Cc: Dianne West
Blake Skiles
Melissa Gurka
James R. Williams

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Culverts Corrugated Metal Pipe

BIDS MUST BE RECEIVED ON OR BEFORE:
Feb 25, 2016 3:30:00 PM CST
BIDS WILL BE PUBLICLY OPENED:
Feb 25, 2016 3:30:00 PM CST

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Bidders are strongly encouraged to carefully read this entire IFB.

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

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, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be 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 Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1601-050
Culverts Corrugated Metal Pipe

Bid Number	**1601-050**
Bid Title	**Culverts Corrugated Metal Pipe**
Expected Expenditure	**$260,000.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Feb 25, 2016 3:30:00 PM CST**
Question & Answer End Date	**Feb 19, 2016 5:00:00 PM CST**
Bid Contact	**Jewel Walker** **Purchasing Specialist III** **512-943-1692** **jewel.walker@wilco.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Pre-Bid Conference	**Feb 11, 2016 3:00:00 PM CST** **Attendance is optional** **Location: Williamson County - Road and Bridge** **3151 S.E. Inner Loop Sujite B** **Georgetown, TX 78626**

Bid Comments

Williamson County is seeking qualified companies to provide Corrugated Metal Pipe per Item 460 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

BID REQUIREMENTS:

The following documents MUST be completed and accepted if entering an electronic bid.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to the FIRST LINE ITEM.

Pricing –Download bid form, complete and upload/attach to first line item

Conflict of Interest Form – Fillable form
References – Fillable form (or if preferred, attach your list of references here)
Bid Affidavit – Fillable Form - if completed in Bidsync, not necessary for notary.

If delivering a paper bid instead of electronic; the above listed documents must be delivered in sealed envelope addressed to:

Williamson County Purchasing
Attn: Culverts Corrugated Metal Bid #1601-050
901 South Austin Ave
Georgetown, TX 78626

For paper bid, download and complete the attached PDF Bid Form and required bid documents listed above. Bid Affidavit must be completed and notarized for paper bids.

BIDS THAT ARE SUBMITTED PARTIALLY ELECTRONIC VIA BIDSYNC and PARTIALLY PAPER WILL BE DISQUALIFIED.

CONTRACT ADMINISTRATION

J. Terron Evertson , P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will

serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

INSURANCE

The Successful Bidder agrees to maintain insurance in accordance with this IFB.
Successful Bidder will be required to submit Certificates of Insurance prior to being awarded the contract . A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:

Williamson County 901 South Austin Avenue Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement between the Successful Bidder and County.

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, insurance in accordance with this provision.

INSURANCE LIMITS

The following insurance coverage limits shall be required at a minimum:

Worker's Compensation	**Statutory – Texas Law**
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**

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

COVERAGE	**PER PERSON**	**PER OCCURRENCE**
Comprehensive General Liability	**$1,000,000**	**$1,000,000**
Aggregate policy limits	**$1,000,000**	

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

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

E. Umbrella Coverage: $1,000,000

Item Response Form

Item	**1601-050--01-01 - ATTACH PRICING HERE**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

Purchasing Department
901 S. Austin Avenue
Georgetown TX 78626
Qty 1

Description
ATTACH BID ITEMS HERE

General Notes and Technical Specifications

General Information

Williamson County is seeking qualified companies to provide Corrugated Metal Pipe per Item 460 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount for the same unit price. Items will be ordered on an "As Needed" basis.

All items must be bid per unit delivered.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within thirty days of the Purchase Order issue date from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from vendors other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract. If the County has to purchase the item(s) from other vendors and there is an additional cost, the defaulting Vendor will be solely responsible for the increase in cost.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Vendor: Successful bidder of the attached invitation to bid.

Engineer: Director of Road and Bridge Division

Inspector: Employee of Williamson County supplied full time to the Vendor's crew for the selection, prosecution, and quality control of the materials.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Williamson County Road and Bridge Division

CMP: Corrugated Metal Pipe

CMPA: Corrugated Metal Pipe Arch

SET: Safety End Treatment

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the items. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials. If the Vendor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

General Notes

All products furnished under the provision of the Contract shall comply with requirements which pertain to the various items included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TXDOT specifications, the specification set out herein shall control and govern.

ITEM 460 – Corrugated Metal Pipe

The corrugated metal pipes shall be galvanized steel pipe in Type IR (circular, spiral rib) and Type IIR (arch, spiral rib) AASHTO Classification.

Vendor shall provide flat projections (dimples) coupling bands or bands that comply with TXDOT Specifications for pipe connecting.

The safety end treatments shall be galvanized steel corrugated metal pipe mitered to slopes of 6:1, 4:1 and 3:1.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.
General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.
Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

2.7 Bid Obligation

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

2.8 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.
To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:
the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

2.11 Responsibility

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to meet the following requirements:

a) have adequate financial resources, or the ability to obtain such resources as required;
b) be able to comply with the required or proposed delivery schedule;
c) have a satisfactory record of performance that can be determined thru references provided
d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

2.12 Firm Pricing

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and
d) Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
e) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
f) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
g) "Bidder" – A person or entity who submits a Bid in response to this IFB.
h) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
i) "Successful Bidder"– The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

3.2.8 Termination

a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction. In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse Williamson County as set out in this provision, Williamson County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the
Attorney General of the State of Texas.

3.2.11 Right to Audit

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

3.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. Williamson County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

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

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of Williamson County for which Williamson County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

3.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. Williamson County is not obligated to purchase any minimum amount, and Williamson County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

3.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or

goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and Williamson County.

3.2.38 Payment

Williamson County's 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 Williamson 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 Williamson 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 Williamson 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.

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
b) Williamson County contract, Purchase Order, and/or delivery order number
c) Identification of items or service as outlined in the Contract
d) Quantity or quantities, applicable unit prices, total prices, and total amount
e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County.

If an ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement ***before*** submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

BID References for

Bidders Name

List at least **(3) companies or governmental agencies,** where the same or similar goods and/or services as contained in this BID package, were recently provided by Respondent in the last 4 years – OR attach list of references with the following details.

Reference 1

Client Name: Location:

Contact Name: Title

Phone: Email:

Contract Dates: Contract Value:

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: Email:

Contract Dates: Contract Value:

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: Email:

Contract Dates: Contract Value:

Scope of Work:

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	**ROUND - GALVANIZED CMP**		
1.1	CMP (GAL STL 12 IN)	LF	
1.2	CMP (GAL STL 15 IN)	LF	
1.3	CMP (GAL STL 18 IN)	LF	
1.4	CMP (GAL STL 24 IN)	LF	
1.5	CMP (GAL STL 30 IN)	LF	
1.6	CMP (GAL STL 36 IN)	LF	
1.7	CMP (GAL STL 42 IN)	LF	
1.8	CMP (GAL STL 48 IN)	LF	
1.9	CMP (GAL STL 54 IN)	LF	
1.10	CMP (GAL STL 60 IN)	LF	
1.11	CMP (GAL STL 72 IN)	LF	
ITEM #	**DESCRIPTION**	**UNIT**	**UNIT PRICE**
2	**ROUND - GALVANIZED SET**		
2.1	SET (TY II)(12 IN)(CMP)(6:1)	EA	
2.2	SET (TY II)(12 IN)(CMP)(4:1)	EA	
2.3	SET (TY II)(12 IN)(CMP)(3:1)	EA	
2.4	SET (TY II)(15 IN)(CMP)(6:1)	EA	
2.5	SET (TY II)(15 IN)(CMP)(4:1)	EA	
2.6	SET (TY II)(15 IN)(CMP)(3:1)	EA	
2.7	SET (TY II)(18 IN)(CMP)(6:1)	EA	
2.8	SET (TY II)(18 IN)(CMP)(4:1)	EA	
2.9	SET (TY II)(18 IN)(CMP)(3:1)	EA	
2.10	SET (TY II)(24 IN)(CMP)(6:1)	EA	
2.11	SET (TY II)(24 IN)(CMP)(4:1)	EA	
2.12	SET (TY II)(24 IN)(CMP)(3:1)	EA	
2.13	SET (TY II)(30 IN)(CMP)(6:1)	EA	
2.14	SET (TY II)(30 IN)(CMP)(4:1)	EA	
2.15	SET (TY II)(30 IN)(CMP)(3:1)	EA	
2.16	SET (TY II)(36 IN)(CMP)(6:1)	EA	
2.17	SET (TY II)(36 IN)(CMP)(4:1)	EA	
2.18	SET (TY II)(36 IN)(CMP)(3:1)	EA	
2.19	SET (TY II)(42 IN)(CMP)(6:1)	EA	
2.20	SET (TY II)(42 IN)(CMP)(4:1)	EA	
2.21	SET (TY II)(42 IN)(CMP)(3:1)	EA	
2.22	SET (TY II)(48 IN)(CMP)(6:1)	EA	
2.23	SET (TY II)(48 IN)(CMP)(4:1)	EA	
2.24	SET (TY II)(48 IN)(CMP)(3:1)	EA	
2.25	SET (TY II)(54 IN)(CMP)(6:1)	EA	
2.26	SET (TY II)(54 IN)(CMP)(4:1)	EA	

2.27	SET (TY II)(54 IN)(CMP)(3:1)	EA	
2.28	SET (TY II)(60 IN)(CMP)(6:1)	EA	
2.29	SET (TY II)(60 IN)(CMP)(4:1)	EA	
2.30	SET (TY II)(60 IN)(CMP)(3:1)	EA	
2.31	SET (TY II)(72 IN)(CMP)(6:1)	EA	
2.32	SET (TY II)(72 IN)(CMP)(4:1)	EA	
2.33	SET (TY II)(72 IN)(CMP)(3:1)	EA	
ITEM #	**DESCRIPTION**	**UNIT**	**UNIT PRICE**
3	**DESIGN ARCH GALVANIZED CMPA**		
3.1	CMP AR (GAL STL DES 1)	LF	
3.2	CMP AR (GAL STL DES 2)	LF	
3.3	CMP AR (GAL STL DES 3)	LF	
3.4	CMP AR (GAL STL DES 4)	LF	
3.5	CMP AR (GAL STL DES 5)	LF	
3.6	CMP AR (GAL STL DES 6)	LF	
3.7	CMP AR (GAL STL DES 7)	LF	
3.8	CMP AR (GAL STL DES 8)	LF	
3.9	CMP AR (GAL STL DES 9)	LF	
ITEM #	**DESCRIPTION**	**UNIT**	**UNIT PRICE**
4	**DESIGN ARCH - GALVANIZED SET**		
4.1	SET (TY II)(DES 1)(CMP)(6:1)	EA	
4.2	SET (TY II)(DES 1)(CMP)(4:1)	EA	
4.3	SET (TY II)(DES 1)(CMP)(3:1)	EA	
4.4	SET (TY II)(DES 2)(CMP)(6:1)	EA	
4.5	SET (TY II)(DES 2)(CMP)(4:1)	EA	
4.6	SET (TY II)(DES 2)(CMP)(3:1)	EA	
4.7	SET (TY II)(DES 3)(CMP)(6:1)	EA	
4.8	SET (TY II)(DES 3)(CMP)(4:1)	EA	
4.9	SET (TY II)(DES 3)(CMP)(3:1)	EA	
4.10	SET (TY II)(DES 4)(CMP)(6:1)	EA	
4.11	SET (TY II)(DES 4)(CMP)(4:1)	EA	
4.12	SET (TY II)(DES 4)(CMP)(3:1)	EA	
4.13	SET (TY II)(DES 5)(CMP)(6:1)	EA	
4.14	SET (TY II)(DES 5)(CMP)(4:1)	EA	
4.15	SET (TY II)(DES 5)(CMP)(3:1)	EA	
4.16	SET (TY II)(DES 6)(CMP)(6:1)	EA	
4.17	SET (TY II)(DES 6)(CMP)(4:1)	EA	
4.18	SET (TY II)(DES 6)(CMP)(3:1)	EA	
4.19	SET (TY II)(DES 7)(CMP)(6:1)	EA	
4.20	SET (TY II)(DES 7)(CMP)(4:1)	EA	
4.21	SET (TY II)(DES 7)(CMP)(3:1)	EA	
4.22	SET (TY II)(DES 8)(CMP)(6:1)	EA	
4.23	SET (TY II)(DES 8)(CMP)(4:1)	EA	

4.24	SET (TY II)(DES 8)(CMP)(3:1)	EA	
4.25	SET (TY II)(DES 9)(CMP)(6:1)	EA	
4.26	SET (TY II)(DES 9)(CMP)(4:1)	EA	
4.27	SET (TY II)(DES 9)(CMP)(3:1)	EA	
ITEM #	**DESCRIPTION**	**UNIT**	**UNIT PRICE**
5	**DESIGN ARCH/ROUND BANDS (INCLUDE NUTS & BOLTS)**		
5.1	BAND (12" DIA X 1' WIDE)	EA	
5.2	BAND (15" DIA X 1' WIDE)	EA	
5.3	BAND (18" DIA x 1' WIDE)	EA	
5.4	BAND (24" DIA x 1' WIDE)	EA	
5.5	BAND (30" DIA X 1' WIDE)	EA	
5.6	BAND (36" DIA X 1' WIDE)	EA	
5.7	BAND (42" DIA X 1' WIDE)	EA	
5.8	BAND (48" DIA X 1' WIDE)	EA	
5.9	BAND (48" DIA X 2' WIDE)	EA	
5.10	BAND (54" DIA X 1' WIDE)	EA	
5.11	BAND (54" DIA X 2' WIDE)	EA	
5.12	BAND (60" DIA X 1' WIDE)	EA	
5.13	BAND (60" DIA X 2' WIDE)	EA	
5.14	BAND (72" DIA X 1' WIDE)	EA	
5.15	BAND (72" DIA X 2' WIDE)	EA	

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this

day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for

_____ (*Name of Respondent*) and have been duly authorized

to execute the foregoing on behalf of the said _____

(Name of Respondent).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name and Address of Respondent:

_____

Fax: _____ Telephone #: _____

By: _____ Printed Name: _____

Title:

_____

SUBSCRIBED AND SWORN to before me by the above-named _____

_____ on this the _____ day of _____, 20_____

_____

Notary Public in and for

The State of _____

Question and Answers for Bid #1601-050 - Culverts Corrugated Metal Pipe

Overall Bid Questions
There are no questions associated with this bid.

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	Contech Engineered Solutions LLC		
Vendor Address:	220 Gym Street, Taylor, Texas 76574		
Purpose/Intended Use of Product or Service (summary):			
Culverts Corrugated Metal Pipe			
P.O./Contract Number:	1601-050	**Effective Date:**	03/08/2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	03/07/2019
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal with the same terms and conditions as the existing contract with the exception of the unit pricing increase of 5% due to cost escalation in raw material. Williamson County Bid Tabulation pricing spreadsheet is attached and is subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED CERTIFICATE OF INSURANCE
- **Extend Contract for the 2nd of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	March 8, 2018 – March 7, 2019
Renewal Option Period 1	March 8, 2017 – March 7, 2018
Initial Contract Period	March 8, 2016 – March 7, 2017

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor CONTECH

Name RAUL CORTEZ

Title SALES ENGINEER

Signature

Date 03/13/18

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature

Date 03-12-2018

Two (2) Signed Originals & One (1) photocopy must be submitted

Williamson County Bid Tabulation

Bid Number : 1601-050, Culverts Corrugated Metal Pipe

Contract Period: March 8, 2018 - March 8, 2019

RECOMMENDED AWARD: Contech Engineered Solutions

ITEM #	DESCRIPTION	UNIT	CONTECH UNIT PRICE	CONTECH 5% PRICE INCREASE
1	ROUND - GALVANIZED CMP			
1.1	CMP (GAL STL 12 IN)	LF	$6.30	$6.62
1.2	CMP (GAL STL 15 IN)	LF	$7.56	$7.94
1.3	CMP (GAL STL 18 IN)	LF	$9.45	$9.92
1.4	CMP (GAL STL 24 IN)	LF	$11.97	$12.57
1.5	CMP (GAL STL 30 IN)	LF	$15.12	$15.88
1.6	CMP (GAL STL 36 IN)	LF	$18.27	$19.18
1.7	CMP (GAL STL 42 IN)	LF	$23.12	$24.28
1.8	CMP (GAL STL 48 IN)	LF	$32.64	$34.27
1.9	CMP (GAL STL 54 IN)	LF	$34.00	$35.70
1.10	CMP (GAL STL 60 IN)	LF	$37.40	$39.27
1.11	CMP (GAL STL 72 IN)	LF	$44.88	$47.12
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	CONTECH 5% PRICE INCREASE
2	ROUND - GALVANIZED SET			
2.1	SET (TY II)(12 IN)(CMP)(6:1)	EA	$62.70	$65.84
2.2	SET (TY II)(12 IN)(CMP)(4:1)	EA	$56.40	$59.22
2.3	SET (TY II)(12 IN)(CMP)(3:1)	EA	$53.25	$55.91
2.4	SET (TY II)(15 IN)(CMP)(6:1)	EA	$73.41	$77.08
2.5	SET (TY II)(15 IN)(CMP)(4:1)	EA	$63.96	$67.16
2.6	SET (TY II)(15 IN)(CMP)(3:1)	EA	$59.24	$62.20
2.7	SET (TY II)(18 IN)(CMP)(6:1)	EA	$84.48	$88.70
2.8	SET (TY II)(18 IN)(CMP)(4:1)	EA	$75.30	$79.07
2.9	SET (TY II)(18 IN)(CMP)(3:1)	EA	$68.21	$71.62
2.10	SET (TY II)(24 IN)(CMP)(6:1)	EA	$121.29	$127.35
2.11	SET (TY II)(24 IN)(CMP)(4:1)	EA	$97.40	$102.27
2.12	SET (TY II)(24 IN)(CMP)(3:1)	EA	$85.38	$89.65
2.13	SET (TY II)(30 IN)(CMP)(6:1)	EA	$166.02	$174.32
2.14	SET (TY II)(30 IN)(CMP)(4:1)	EA	$128.22	$134.63
2.15	SET (TY II)(30 IN)(CMP)(3:1)	EA	$109.32	$114.79
2.16	SET (TY II)(36 IN)(CMP)(6:1)	EA	$220.20	$231.21
2.17	SET (TY II)(36 IN)(CMP)(4:1)	EA	$165.39	$173.66
2.18	SET (TY II)(36 IN)(CMP)(3:1)	EA	$137.85	$144.74
2.19	SET (TY II)(42 IN)(CMP)(6:1)	EA	$303.33	$318.50
2.20	SET (TY II)(42 IN)(CMP)(4:1)	EA	$222.46	$233.58
2.21	SET (TY II)(42 IN)(CMP)(3:1)	EA	$182.00	$191.10
2.22	SET (TY II)(48 IN)(CMP)(6:1)	EA	$461.82	$484.91
2.23	SET (TY II)(48 IN)(CMP)(4:1)	EA	$331.26	$347.82
2.24	SET (TY II)(48 IN)(CMP)(3:1)	EA	$265.98	$279.28
2.25	SET (TY II)(54 IN)(CMP)(6:1)	EA	$496.50	$521.33
2.26	SET (TY II)(54 IN)(CMP)(4:1)	EA	$683.50	$717.68

ITEM #	DESCRIPTION	UNIT	UNIT PRICE	CONTECH 5% PRICE INCREASE
2	ROUND - GALVANIZED SET			
2.27	SET (TY II)(54 IN)(CMP)(3:1)	EA	$301.00	$316.05
2.28	SET (TY II)(60 IN)(CMP)(6:1)	EA	$635.90	$667.70
2.29	SET (TY II)(60 IN)(CMP)(4:1)	EA	$448.90	$471.35
2.30	SET (TY II)(60 IN)(CMP)(3:1)	EA	$355.40	$373.17
2.31	SET (TY II)(72 IN)(CMP)(6:1)	EA	$890.22	$934.73
2.32	SET (TY II)(72 IN)(CMP)(4:1)	EA	$620.94	$651.99
2.33	SET (TY II)(72 IN)(CMP)(3:1)	EA	$486.30	$510.62

ITEM #	DESCRIPTION	UNIT	UNIT PRICE	CONTECH 5% PRICE INCREASE
3	DESIGN ARCH GALVANIZED CMPA			
3.1	CMP AR (GAL STL DES 1)	LF	$8.32	$8.74
3.2	CMP AR (GAL STL DES 2)	LF	$10.40	$10.92
3.3	CMP AR (GAL STL DES 3)	LF	$13.17	$13.83
3.4	CMP AR (GAL STL DES 4)	LF	$16.93	$17.78
3.5	CMP AR (GAL STL DES 5)	LF	$20.46	$21.48
3.6	CMP AR (GAL STL DES 6)	LF	$28.56	$29.99
3.7	CMP AR (GAL STL DES 7)	LF	$36.72	$38.56
3.8	CMP AR (GAL STL DES 8)	LF	$41.48	$43.55
3.9	CMP AR (GAL STL DES 9)	LF	$45.56	$47.84

ITEM #	DESCRIPTION	UNIT	UNIT PRICE	CONTECH 5% PRICE INCREASE
4	DESIGN ARCH - GALVANIZED SET			
4.1	SET (TY II)(DES 1)(CMP)(6:1)	EA	$77.02	$80.87
4.2	SET (TY II)(DES 1)(CMP)(4:1)	EA	$66.62	$69.95
4.3	SET (TY II)(DES 1)(CMP)(3:1)	EA	$61.42	$64.49
4.4	SET (TY II)(DES 2)(CMP)(6:1)	EA	$94.70	$99.44
4.5	SET (TY II)(DES 2)(CMP)(4:1)	EA	$79.10	$83.06
4.6	SET (TY II)(DES 2)(CMP)(3:1)	EA	$71.30	$74.87
4.7	SET (TY II)(DES 3)(CMP)(6:1)	EA	$129.69	$136.17
4.8	SET (TY II)(DES 3)(CMP)(4:1)	EA	$103.35	$108.52
4.9	SET (TY II)(DES 3)(CMP)(3:1)	EA	$90.18	$94.69
4.10	SET (TY II)(DES 4)(CMP)(6:1)	EA	$164.18	$172.39
4.11	SET (TY II)(DES 4)(CMP)(4:1)	EA	$139.08	$146.03
4.12	SET (TY II)(DES 4)(CMP)(3:1)	EA	$117.02	$122.87
4.13	SET (TY II)(DES 5)(CMP)(6:1)	EA	$242.10	$254.21
4.14	SET (TY II)(DES 5)(CMP)(4:1)	EA	$180.72	$189.76
4.15	SET (TY II)(DES 5)(CMP)(3:1)	EA	$150.03	$157.53
4.16	SET (TY II)(DES 6)(CMP)(6:1)	EA	$731.88	$768.47
4.17	SET (TY II)(DES 6)(CMP)(4:1)	EA	$531.96	$558.56
4.18	SET (TY II)(DES 6)(CMP)(3:1)	EA	$432.00	$453.60
4.19	SET (TY II)(DES 7)(CMP)(6:1)	EA	$1,029.72	$1081.21
4.20	SET (TY II)(DES 7)(CMP)(4:1)	EA	$735.96	$772.76
4.21	SET (TY II)(DES 7)(CMP)(3:1)	EA	$589.08	$618.53
4.22	SET (TY II)(DES 8)(CMP)(6:1)	EA	$1,277.92	$1341.82

ITEM #	DESCRIPTION	UNIT	UNIT PRICE	CONTECH 5% PRICE INCREASE
4	DESIGN ARCH - GALVANIZED SET			
4.23	SET (TY II)(DES 8)(CMP)(4:1)	EA	$904.60	$949.83
4.24	SET (TY II)(DES 8)(CMP)(3:1)	EA	$717.94	$753.84
4.25	SET (TY II)(DES 9)(CMP)(6:1)	EA	$1,532.92	$1609.57
4.26	SET (TY II)(DES 9)(CMP)(4:1)	EA	$1,077.32	$1131.19
4.27	SET (TY II)(DES 9)(CMP)(3:1)	EA	$849.52	$892.00
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	CONTECH 5% PRICE INCREASE
5	DESIGN ARCH/ROUND BANDS (INCLUDE NUTS & BOLTS)			
5.1	BAND (12" DIA X 1' W IDE)	EA	$10.40	$10.92
5.2	BAND (15" DIA X 1' W IDE)	EA	$12.48	$13.10
5.3	BAND (18" DIA x 1' W IDE)	EA	$15.60	$16.38
5.4	BAND (24" DIA x 1' W IDE)	EA	$19.76	$20.75
5.5	BAND (30" DIA X 1' W IDE)	EA	$25.40	$26.67
5.6	BAND (36" DIA X 1' W IDE)	EA	$30.69	$32.22
5.7	BAND (42" DIA X 1' W IDE)	EA	$42.84	$44.98
5.8	BAND (48" DIA X 1' W IDE)	EA	$55.08	$57.83
5.9	BAND (48" DIA X 2' W IDE)	EA	$96.39	$101.21
5.10	BAND (54" DIA X 1' W IDE)	EA	$62.22	$65.33
5.11	BAND (54" DIA X 2' W IDE)	EA	$108.89	$114.33
5.12	BAND (60" DIA X 1' W IDE)	EA	$68.34	$71.76
5.13	BAND (60" DIA X 2' W IDE)	EA	$119.60	$125.58
5.14	BAND (72" DIA X 1' W IDE)	EA	$74.73	$78.47
5.15	BAND (72" DIA X 2' W IDE)	EA	$130.77	$137.31

Commissioners Court - Regular Session **22.**

Meeting Date: 10/09/2018

Williamson County Jail Pharmaceutical Services and Supplies contract renewal 1

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 Williamson County Jail Pharmaceutical Service and Supplies contract 1708-185, for the same pricing, terms and conditions as the existing contract, for the term of October 17, 2018 - October 16, 2019, with Westwood Pharmacy.

Background

Williamson County Jail Department submitted a Vendor Performance Report (VPR) that reflects the vendor significantly exceeded requirements on this contract and requests to renew for the first renewal period. The funding source for this contract under Pharmaceuticals is 0100.0570.003307.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1708-185 renewal 1 Westwood Pharmacy

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:09 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Dianne West		Started On: 10/02/2018 04:39 PM
Final Approval Date: 10/04/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Williamson County Jail
Vendor Name:	Westwood Pharmacy		
Vendor Address:	5823 Patterson Avenue, Richmond, VA 23226		
Purpose/Intended Use of Product or Service (summary):			
Williamson County Jail Pharmaceutical Service and Supplies			
P.O./Contract Number:	1708-185	**Effective Date:**	October 17, 2018
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	October 16, 2019
Requested By:	Doug Wheless, Medical Supervisor for Williamson County Jail		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
  LEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st[d] renewal option period:**

Renewal Option Period 1	October 17, 2018 – October 16, 2019
Initial Contract Period	October 17, 2017 – October 16, 2018

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Westwood Pharmacy
Name Mark A. Oley
Title Vice-President
Signature
Date 9/14/18

Williamson County, 901 S.Austin Ave., Georgetown, TX 78626
Dan A. Gattis
Williamson County Judge
Signature
Date

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **23.**

Meeting Date: 10/09/2018

Approving Amended Agreement - San Gabriel Ranch Road

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 supplanting and replacing the Agreement Between Owner and Contractor by and between Williamson County, Texas and A Greater Austin Development Co. relating to the San Gabriel Ranch Road Bridge Project, which was previously approved by the Williamson County Commissioners Court at its Regular Session on September 18, 2018, with that certain agreement entitled Standard Form of Agreement by and between Williamson County, Texas and A Greater Austin Development Co.

Background

After approval and execution of the original agreement, it was determined that the format of the original agreement was not applicable to the type of construction to be performed. This item supplants and replaces the original agreement with a new form of agreement that is more applicable to roadway construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:10 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Thomas Skiles		Started On: 10/03/2018 01:02 PM
Final Approval Date: 10/04/2018		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and A Greater Austin Development Co. (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **1807-252 – San Gabriel Ranch Road Bridge**

Article 2. Engineer of Record

The Project has been designed by **Freese Nichols**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **125** working days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED ONE DOLLARS AND NINTEY CENTS
$1,425,301.90

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 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, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and

convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

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

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 3, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

7.10 Nothing in this Agreement 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.

7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

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

7.14 County and Contractor agree this Agreement and the Contract Documents shall replace and supplant that certain agreement entitled Agreement Between Owner and Contractor by and between Williamson County, Texas and A Greater Austin Development Co., being dated effective September 18, 2018, as well as such agreements related contract documents, and that said Agreement Between Owner and Contractor shall have no further force or effect.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____	CONTRACTOR_____
By:_____	By: _____
Dan A. Gattis, Williamson County Judge	Title: _____
	[CORPORATE SEAL]
Attest_____	Attest_____

Table of Contents

1. Definition of Terms
1.01 The Agreement
1.02 County
1.03 Department
1.04 Contractor
1.05 Engineer
1.06 General Engineering Consultant (GEC)
1.07 Construction Observer
1.08 Construction Representative
1.09 Engineer of Record
1.10 Contract Documents
1.11 Subcontractor
1.12 Sub-Subcontractor
1.13 Written Notice
1.14 Work
1.15 Extra Work
1.16 Working Day
1.17 Calendar Day
1.18 Substantially Completed
1.19 Notice of Substantial Completion
1.20 Certificate of Completion
1.21 Certificate of Acceptance
1.22 Project
1.23 Contract Time
1.24 Contract Price

2. Responsibilities of the Engineer and the Contractor
2.01 County-Observer Relationship
2.02 Professional Observation by the Construction Observer
2.03 Payments for Work
2.04 Initial Determinations
2.05 Objections
2.06 Lines and Grades
2.07 Contractor's Duty and Superintendence
2.08 Contractor's Understanding
2.09 Character of Workers
2.10 Shop Drawings
2.11 Preliminary Approval
2.12 Defects and Their Remedies
2.13 Changes and Alterations

3. General Obligations and Responsibilities

3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site
3.02 Ownership of Documents
3.03 Adequacy of Design
3.04 Contractor's Responsibility for Work
3.05 Protection Against Accident to Employees and the Public
3.06 Performance and Payment Bonds
3.07 Protection of Adjoining Property
3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies
3.09 Protection Against Royalties or Patented Invention
3.10 Laws and Ordinances
3.11 Assignment and Subletting
3.12 Indemnification
3.13 Insurance
3.14 Final Clean-up

4. Prosecution and Progress

4.01 Time and Order of Completion
4.02 Extension of Time
4.03 Hindrances and Delays

5. Measurement and Payment

5.01 Quantities and Measurements
5.02 Estimated Quantities
5.03 Price of Work
5.04 Partial Payments
5.05 Punch List
5.06 Final Completion and Acceptance
5.07 Final Payment
5.08 Payments Withheld
5.09 Delayed Payments

6. Extra Work and Claims

6.01 Change Orders
6.02 Minor Changes
6.03 Extra Work
6.04 Time of Filing Claims
6.05 Continuing Performance

7. Abandonment of Contract
7.01 Abandonment by Contractor
7.02 Abandonment by the County

8. Subcontractors
8.01 Award of Subcontracts for Portions of the Work
8.02 Subcontractual Relations
8.03 Payments to Subcontractors

9. Protection of Persons and Property
9.01 Safety Precautions and Programs
9.02 Safety of Persons and Property
9.03 Location and Protection of Utilities

10. Termination
10.01 Termination by the County for Cause
10.02 Termination for Convenience
10.03 Obligations of Contractor Following Termination

11. Inspection and Audit

General Conditions of Agreement

1. Definition of Terms

For purposes of the Contract Documents, the following terms shall have the meanings set forth herein:

1.01 The Agreement

The term the "Agreement" shall mean Standard Form of Agreement by and between County and Contractor relating to the Work and the construction of the Project.

1.02 County

Williamson County, Texas, being a political subdivision of the State of Texas, is the entity identified in the Agreement and hereinafter referred to as the "County." Nothing contained in the Contract Documents shall create any contractual or agency relationship between any parties other than the County and the Contractor.

1.03 Department

The "Department" shall mean the Texas Department of Transportation (TxDOT).

1.04 Contractor

The term the "Contractor" shall mean the successful bidder that enters into the Agreement with the County for the construction of the Work and the Project defined by the Contract Documents.

1.05 Engineer

The term the "Engineer" shall mean the County Engineer or the authorized representative of the County Engineer.

1.06 General Engineering Consultant (GEC)

The term the "General Engineering Consultant" or "GEC" shall mean the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the construction oversight of the Project.

1.07 Construction Observer

The "Construction Observer" or the "Observer" shall mean the County's employee or a contracted consultant who performs construction engineering and inspection services for the Project.

1.08 Construction Representative

The "Construction Representative" shall mean the GEC's designated field representative

during construction of the Project which shall provide for coordination and assistance of the construction observation effort.

1.09 Engineer of Record

The term "Engineer of Record" shall mean the County's design professional, who shall provide professional engineering design services for the Project.

1.10 Contract Documents

The "Contract Documents" shall consist of the Special Conditions, Notice for Bidders, Proposal, the fully executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (when required), General Conditions, Technical Specifications or Specifications, Plans and all modifications thereof incorporated in any such documents before the execution of the Agreement and all modifications that are made, in accordance with the Contract Documents, following the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Fully Executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (if any), Proposal, General Conditions, Special Conditions, Technical Specifications or Specifications, and Plans.

1.11 Subcontractor

The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.12 Sub-Subcontractor

The term "Sub-Subcontractor" means one who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. It includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.13 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the entity for whom it is intended, or if delivered to or sent by registered mail to the last business address known to it who gives the notice.

1.14 Work

The Contractor shall provide and pay for all materials, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents (collectively known as the "Work"). Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The

Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.15 Extra Work

The term "Extra Work" as used in the Contract Documents shall be understood to mean and include all work that may be required by the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under Section 2.13 "Changes and Alterations" herein.

1.16 Working Day

The term "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of the Work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.17 Calendar Day

The term "Calendar Day" is defined as any day of the week or month, no days being excepted.

1.18 Substantially Completed

The term "Substantially Completed" or "Substantial Completion" shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer's sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

1.19 Notice of Substantial Completion

Notice issued to the Contractor by the Observer or County's Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

1.20 Certificate of Completion

Certificate issued to the Contractor by the Observer acknowledging "Final Completion" of the Project, as determined by completion of the Punch List, from which time the warranty period for the Project shall begin. The issuance of the Certificate of Completion shall serve as evidence of "Final Completion" and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor's operations to existing facilities or completed and substantially accepted work.

1.21 Certificate of Acceptance

Certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

1.22 Project

The "Project" shall mean and include the Project defined, described and set forth in the Agreement.

1.23 Contract Time

The "Contract Time" shall mean the amount of time in which the Work shall be Substantially Completed. The number of days allotted for the Contract Time shall be specifically set forth in the Agreement.

1.24 Contract Price

The "Contract Price" shall mean the amount that the County shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The specific amount of the Contract Price shall be determined pursuant to the terms of the Contract Documents.

2. Responsibilities of the Engineer and the Contractor

2.01 County-Observer Relationship

The Observer will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Observer as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Observer. The Observer will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Observer.

2.02 Professional Observation by the Construction Observer

The Observer shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Observer shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Observer shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Observer shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

2.03 Payments for Work

The Observer shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Observer's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Observer that the Observer has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

2.04 Initial Determinations

The Observer initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Observer's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

2.05 Objections

In the event the Observer renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Observer its written objection to the decision within thirty (30) days of such decision by the Observer, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

2.06 Lines and Grades

Unless otherwise specified, all lines and grades shall be furnished by the Contractor at its own expense. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefore.

2.07 Contractor's Duty and Superintendence

The Contractor shall give adequate attention to the faithful prosecution and completion of the Work subject of the Contract Documents and shall keep on the Project site, at all times during its progress, a competent Superintendent and any necessary assistants to supervise and direct the Work. The Superintendent shall represent the Contractor in its absence and all directions given to the Superintendent shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Observer being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Observer, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

Any review of work in process, or any visit or observation and inspection during construction, or any clarification of plans and specifications, by the Observer or the County, or any agent, employee, or representative of either of them, whether through personal observation or inspection on the Project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or methods, is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the Contract Documents, or for the purpose of enabling the Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of its work on the Project, including but not limited to the propriety of means and methods of the Contractor in performing in accordance with the Contract Documents, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Observer, the Engineer, or any of their representatives, whether called to the Contractor's attention or not, shall in no way relieve the Contractor from its responsibility to complete all work in accordance with the Contract Documents.

2.08 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents.

2.09 Character of Workers

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under the Contract Documents, to do the Work; and agrees that whenever the Observer shall inform it in writing that any workers on the Work are, in its opinion, incompetent, unfaithful or disorderly, or refuse instructions from the Observer in the absence of the Superintendent, such worker shall be discharged from the Work and shall not again be employed on the Work without the Observer's written consent. No illegal alien may be employed by any Contractor for work on this Project, and a penalty

of $500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

2.10 Shop Drawings

The Contractor shall submit to the Observer, with such promptness as to cause no delay in its own work or in that of any other contractor, a minimum of four (4) stamped/reviewed copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, and the County's Representative for their records. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

2.11 Preliminary Approval

The Observer shall not have the power to waive the obligations of the Contract Documents for the furnishing by the Contractor of good material, and of its performing good work as herein described, and in full accordance with the Contract Documents. No failure or omission of the Observer to discover, object to or condemn any defective work or material shall release the Contractor from the obligations to fully and properly perform in full accordance with the Contract Documents, including without limitation, the obligation to at once tear out, remove and properly replace any defective work or material at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Observer shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the Observer,

such acceptance shall be binding on the County unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered to be taken up or removed for re-examination by the Observer, prior to final acceptance, and if found not in accordance with the plans and/or specifications for said work, all expenses relating to the removing, re-examination and replacement shall be solely borne by the Contractor. Otherwise, if the questioned work is found to be in accordance with the plans and/or specifications for said work, the expense thus incurred shall be allowed as Extra Work and shall be paid for by the County; provided, however, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, the Contractor shall bear all expense of taking up, removing, and replacing this work if so directed by the Observer.

2.12 Defects and Their Remedies

It is further agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Observer as unsuitable or not in conformity with the Contract Documents, or the intent thereof, the Contractor shall, after receipt of notice thereof from the Observer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the Contract Documents.

2.13 Changes and Alterations

The Contractor further agrees that the County may make such changes and alterations as the County may see fit in the line, grade, form, dimensions, plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract Documents.

If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the Work that may be dispensed with, except as provided for unit price items under Section 5 “Measurement and Payment”. If the amount of work is increased, and the Work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under the Contract Documents, except as provided for unit price items under Section 5 “Measurement and Payment”. Otherwise, such additional work shall be paid for as provided under Extra Work. In the event the County makes such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the County shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the Work as originally planned.

3. General Obligations and Responsibilities

3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site

The Contractor shall keep one (1) copy of the plans and specifications constantly accessible on the Work, with the latest revisions noted thereon. The Contractor shall give the Work its constant attention to facilitate the progress thereof and shall cooperate with the Construction Observer in every way possible. The Contractor shall designate, to the Construction Observer in writing, the name of a Superintendent, employed by the firm, regardless of how much of the Work may be sublet. The Superintendent will be available at all time. In the event a competent superintendent is not available, the Construction Observer may suspend work until one is available.

3.02 Ownership of Documents

All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

3.03 Adequacy of Design

It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. **THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE.** Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

3.04 Contractor's Responsibility for Work

Until the issuance of the Certificate of Completion for the Project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non execution of the Work.

In case of suspension of work for any cause, the Contractor shall be responsible for the preservation of all materials. The Contractor shall provide suitable drainage of the roadway in good and passable condition until Final Completion, except as outlined below for opening the roadway to traffic.

Whenever, in the opinion of the Observer, any roadway or portion thereof is in suitable condition for travel, it shall be opened to traffic; provided, however, such opening shall not be held to be, in any way, the final acceptance of the roadway or any part thereof or be held as a waiver of any of the provisions of the Contract Documents. Where it is considered by the Observer to be in the public interest and so ordered in writing by the Observer, any Substantially Completed roadway or portion thereof may be opened to traffic as follows:

(1) When both required by plans, job sequence or the approved traffic control plan, and when the County accepts responsibility for maintaining such portion of the roadway opened to traffic.
(2) When work is suspended for a period of time at the convenience of the County, the County will assume the responsibility for maintaining the entire roadway during the period of suspension; or
(3) When the roadway or portion thereof is opened to traffic during construction operations at the convenience of the County, the County will assume responsibility for the maintenance of the traveled way and shoulders during the period in which it is opened to traffic.

The County, in assuming responsibility for maintenance under this provision, may require the Work to be done in accordance with Section 6, "Extra Work and Claims".

Except for damage by the Contractor or damage caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing facilities or damage to completed and accepted work such as guard fence, bridge wings, railing, illumination assemblies, underpass structure, traffic barriers, delineator assemblies, signs, sign bridges, changeable message signs, vehicle impact attenuators (crash cushions and guardrail end treatments) and traffic signals, where such damage is caused by (a) motor-vehicle, seacraft or aircraft that are not being operated by Contractor; (b) railroad-train collision (c) vandalism: (d) Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of natures: or (e) Acts of Governmental Authorities.

Upon completion of all work provided for in the Contract Documents for any individual limits, control or project, the Observer may make an inspection, and if the Work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of

the Work, except for damage caused by the Contractor or its operations. Such partial acceptance must be made in writing and shall in no way void or alter any terms of the Contract Documents. Other specific units of the Project will be accepted on an individual basis when shown on the plans or as approved, in writing, by the Observer.

3.05 Protection Against Accident to Employees and the Public

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Observer, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Observer for their records. The Contractor shall also immediately send the County and the Observer a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of the Work.

3.06 Performance and Payment Bonds

Unless otherwise specified, it is further agreed by the parties to the Contract Documents that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred (100%) percent of the total Contract Price, on forms acceptable to County, guaranteeing faithful performance of the Work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor with any equipment in the execution of the Work subject of the Contract Documents. It is agreed that the Contractor shall have no rights under the Contract Documents until such performance and payment bonds are furnished to and approved by the County.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Each bond shall be executed by a corporate surety or corporate sureties, with an A.M. Best rating of "B" or better, duly authorized to do business and to issue surety bonds in the State of Texas. If any surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of the County and of persons supplying labor, materials and equipment in the prosecution of the Work subject of the Contract Documents. Furthermore, the surety company underwriting the bonds must be acceptable to the County.

Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating on the face of the Power of Attorney the limit, if any, in the total amount for which such agent is empowered to issue a single bond.

3.07 Protection of Adjoining Property

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.**

3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies

THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from

the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

3.09 Protection Against Royalties or Patented Invention

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letter patent or copyright by suitable legal agreement with the patentee or owner. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT RIGHTS AND SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE COUNTY SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE COUNTY; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL INDEMNIFY AND SAVE THE COUNTY HARMLESS FORM ANY LOSS ON ACCOUNT THEREOF.** If the material or process specified or required by the County is known by the Contractor to be an infringement, the Contractor shall be responsible for such loss unless it promptly gives such information to the County.

3.10 Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinance and regulations, which in any manner affect the Contract Documents or the Work, and **SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES, AND REGULATIONS WHETHER BY THE CONTRACTOR OR ITS EMPLOYEES, EXCEPT WHERE SUCH VIOLATIONS ARE CALLED FOR BY THE PROVISIONS OF THE CONTRACT DOCUMENTS.** If the Contractor observes that the plans and specifications are at variance therewith, it shall promptly notify the Observer, in writing, and any necessary changes shall be prepared as provided in the Contract Documents for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Observer, the Contractor shall bear all costs arising therefrom.

In case the County is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the County may enter into contract, shall be controlling and shall be considered as part of the Contract Documents to the same effect as though embodied herein.

3.11 Assignment and Subletting

The Contractor further agrees that it will retain personal control and will give its personal attention to the fulfillment of the Work strictly in accordance with the Contract Documents and that Contractor will not assign, by Power of Attorney or otherwise, or sublet any right or interest it may have under the Contract Documents without the written consent of the Observer, and that no part or feature of the Work will be sublet to anyone objectionable to the Observer or the County. The Contractor further agrees that the subletting of any portion or feature of the Work, or materials required in the performance of the Work, shall not relieve the Contractor from its full obligations to the County as provided in the Contract Documents.

3.12 Indemnification

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

(1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,

(2) IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE OBSERVER, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE OBSERVER, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE OBSERVER THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.12 SHALL NOT BE

LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3.13 Insurance

The Contractor at its own expense shall purchase, maintain and keep in force such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(1) Workman's compensation claims, disability benefits and other similar employee benefit acts;

(2) Claims for damages because of body injury, occupational sickness or disease, or death of its employees, and claims insured by usual bodily injury liability coverages;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual bodily injury liability coverages; and

(4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

CERTIFICATE OF INSURANCE. Before commencing any of the Work, Contractor shall file with the County valid Certificates of Insurance acceptable to the County and the Observer. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

The Contractor shall also file with the County valid Certificates of Insurance covering all Sub-contractors of the Contractor.

3.14 Final Clean-up

Upon the completion of the Work and before acceptance and Final Payment will be made, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, temporary structures and debris of every kind. The Contractor shall leave the site of the Work in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site of the Work shall be disposed of at locations that are both satisfactory to the Observer and in accordance with the laws pertaining to the disposal of such surplus, debris and waste materials.

In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Observer may do so, or cause same to be done, at the

Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

4. Prosecution and Progress

4.01 Time and Order of Completion

It is the meaning and intent of the Contractor Documents, unless otherwise specifically provided, that the Contractor shall be allowed to prosecute its work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to the economy of construction; provided, however, that the order and the time of prosecution shall be such that the Work shall be substantially completed, as a whole and in part, in accordance with the Contract Documents and within the time of completion designated in the Contractor's bid or proposal; provided, however, when the County is having other work done on the same Project or an adjoining project, either by contract or by its own force, the Observer may direct the time and manner of constructing the Work done under the Contract Documents, so that conflict will be avoided and the construction of the various works and projects being performed for the County shall be harmonized.

Unless otherwise specified, the Contractor shall plan to begin work 10 calendar days from the authorization date to begin work as designated by the Notice to Proceed.

The Contractor shall submit, at such times as may reasonably be requested by the Observer, schedules which shall show the order in which the Contractor proposes to carry on the Work, the dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts.

Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

4.02 Extension of Time

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Observer or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Observer shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Observer; provided, however, before the Observer may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Observer a written description of the cause of such delay. Adverse weather conditions will not be justification for extension of time on "Calendar Days" contracts.

4.03 Hindrances and Delays

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Observer is caused by such stoppage of said work, shall be paid by the County to the Contractor.

5. Measurement and Payment

5.01 Quantities and Measurements

No extra or customary measurements of any kind will be allowed. Rather the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided otherwise in the Contract Documents.

5.02 Estimated Quantities

The Contract Documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under the Contract Documents, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the proposals offered for the Work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the Contract Documents may differ somewhat from these estimates.

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Work. For plans quantity measurement items, the estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications. If the actual quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized work done for payment purposes. The party requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in the Contract Documents. When quantities are revised by a change in design approved by the County, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

Where payment is based on the unit price method, the Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under the Contract Documents and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should

become as much as twenty-five percent (25%) more than or twenty-five percent (25%) less than the estimated or contemplated quantity for such items, then either party to the Agreement, upon demand, shall be entitled to revised consideration upon the portion of the Work above or below twenty-five percent (25%) of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater that five percent (5%) of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of the Contract Documents, as provided under Section 6.03 "Extra Work".

5.03 Price of Work

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all of the Work by the Contractor, and on the completion of all of the Work and on the delivery of all material in full conformity with the specifications and stipulations contained in the Contract Documents, the County agrees to pay the Contractor the Contract Price that is set forth in the Agreement. The Contractor hereby agrees to receive such Contract Price in full for furnishing all material and all labor required for the Work, also for all expense incurred by Contractor, and for well and truly performing the same and the whole thereof in the manner with and in accordance to the Contract Documents.

5.04 Partial Payments

On or before the first Wednesday of each month, the Contractor shall submit to the Observer a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Observer, is acceptable. The Observer shall either examine and approve by signature or modify and approve such modified statement.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may by retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Observer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the terms and conditions stated in the Contract Documents.

(1) When work progress is fifty percent (50%) complete, as determined by the value of the work completed to date against the original or revised contract amount, whichever is greater, the County may reduce the amount retained to five percent (5%) of the value of all work satisfactorily complete to date, including the value paid for materials on hand, provided, in the sole opinion of the Observer, the Contractor is making satisfactory progress toward completion of the project in a timely manner and there is no other cause to retain a greater percentage.
(2) Upon issuance of the NOTICE OF SUBSTANTIAL COMPLETION and agreement to final project quantities, the percent retained may be further reduced, at the discretion of the Engineer and the Observer, to two percent (2%) of the total value of all work completed to date. This amount shall be retained until Final Payment and close out of the project.

5.05 Punch List

The Contractor shall notify the Observer in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Observer, the Contractor shall furnish to the Observer, in writing, a detailed list of unfinished work, also known as the Punch List. The Observer will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

5.06 Final Completion and Acceptance

The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Observer written notice that the Punch List has been completed, the Observer shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Observer shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Observer shall advise the Contractor, in writing, of the Observer's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Observer's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, maintenance bond and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

5.07 Final Payment

Upon the issuance of the Notice of Substantial Completion, the Observer shall proceed to make final measurements and prepare final statement for the value of all work performed and materials furnished under the terms of the Contract Documents and shall certify same to the

County, and, then, Final Payment shall be made to the Contractor. At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

5.08 Payments Withheld

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

(a) Defective work not remedied or other obligations hereunder not completed.
(b) Claims filed or reasonable evidence indicating the probable or potential filing of claims.
(c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
(d) Damage to the County or another contractor's work, material or equipment.
(e) Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
(f) Reasonable indication that the Work will not be completed within the contract time.
(g) Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 Delayed Payments

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon 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 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. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any

extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

6. Extra Work and Claims

6.01 Change Orders

Without invalidating the Agreement or any terms of the Contract Documents, the County may, at any time or from time to time, order additions, deletions or revisions to the Work. Any such additions, deletions or revisions to the Work may only be effectuated and authorized by written Change Order. The said written Change Order shall be prepared by the GEC for execution by the County and the Contractor. The Change Order shall set forth the basis for any change in Contract Price, as hereinafter set forth in Section 6.03, Extra Work, and for any change in contract time which may result from the change.

In the event the Contractor shall refuse to execute a Change Order which has been prepared by the GEC and executed by the County, the GEC may, in writing, instruct the Contractor to proceed with the Work as set forth in the Change Order and the Contractor shall thereafter proceed with such work. The Contractor may make claim against the County for Extra Work involved under the Change Order, as hereinafter provided.

6.02 Minor Changes

The Observer may authorize minor changes in the Work which are not inconsistent with the overall intent of the Contract Documents and which do not involve an increase in Contract Price. If the Contractor believes that any minor change or alteration authorized by the Observer involves Extra Work which entitles it to an increase in the Contract Price, the Contractor shall make written request to the Observer for a written Field Order. For purposes of this section, a "Field Order" shall mean the Contractor's cost proposal for the Extra Work that the Contractor believes would increase the Contract Price.

In such case, the Contractor, by copy of its communication to the Observer or by separate writing, shall advise the County of its request to the Observer for a written Field Order. The Contractor's notice to the County shall inform the County that the work subject of the written Field Order may result in an increase in the Contract Price.

Any request by the Contractor for a change in Contract Price shall be made prior to commencing the work covered by the proposed change.

6.03 Extra Work

It is agreed that the basis of compensation to the Contractor for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by the unit prices upon which the Work and Project was bid to the extent such work can be fairly classified within the various work item descriptions. For work that cannot be fairly classified within the said various work item descriptions, the basis of compensation to the Contractor

for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)
By agreed unit prices; or

Method (B)
By agreed lump sum; or

Method (C)
If neither Method (A) nor Method (B) is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen percent (15%).

In the event said Extra Work is performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the Contractor of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on performance and payment bonds and maintenance bonds, public liability and property damage and workers' compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by the County. The Observer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Observer. The Observer or the County may also specify, in writing before the Extra Work commences, the method of doing the Extra Work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of Equipment ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's camp or field office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered, in writing, by the Observer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in

the construction time, Contractor shall make written request to the Observer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Observer insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

6.04 Time of Filing Claims

The County and Contractor hereby agree and acknowledge that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Observer within thirty (30) days after the Observer has given any directions, order or instruction to which the Contractor desires to take exception. The Observer shall reply within thirty (30) days to such written exceptions by the Contractor and render the Observer's final decision in writing. In case the Contractor should appeal from the Observer's decision, the Contractor may file with the County its objection. It is further agreed that the acceptance by the Contractor of the Final Payment shall serve as a bar to any claims that the Contractor may have for matters arising prior to or after the Contractor's acceptance of the Final Payment.

6.05 Continuing Performance

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

7. Abandonment of Contract

7.01 Abandonment by Contractor

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from either the County or the Observer, or if the Contractor fails to comply with the orders of the Observer when such orders are consistent with the Contract Documents, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor.

After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove from the Project any machinery, equipment, tools, materials or supplies that then currently exist on the Project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims, herein), it being understood that the use of such

equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

(1) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or

(2) The County, under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.06 herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Observer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

7.02 Abandonment by the County

In the event that the County should fail, within ten (10) days after receiving written notification from the Contractor, to comply with the terms of the Contract Documents, then the Contractor may suspend or wholly abandon the Work, and may remove therefrom all machinery, tools and equipment, and all materials on the Project site that have not been included in payments to the Contractor and have not been wrought into the Work. Thereupon, the Observer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the Contract Documents), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of the Contract Documents. The Observer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the County and all other sums that may be retained by the County under the terms of the Agreement and the Contract Documents and the Observer shall certify same to the County who shall pay to the Contractor on or before thirty (30) days after the date of the Observer's certification.

8. Subcontractors

8.01 Award of Subcontracts for Portions of the Work

Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the contract, shall furnish to the Observer, in writing for acceptance by the County, a list of the names of the Subcontractors proposed for the principal portions of the Work. The Observer shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

8.02 Subcontractual Relations

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

(1) preserve and protect the rights of the County, the Observer, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
(2) require that such work be performed in accordance with the requirements of the Contract Documents;
(3) require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
(4) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
(5) obligate each subcontractor specifically to consent to the provisions of this section.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Observer before the Subcontractor shall be allowed to commence work.

8.03 Payments to Subcontractors

The Contractor shall pay each Subcontractor, upon receipt of payment from the County, an amount directly based upon the value of the Work performed and allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its subcontractors.

If the Observer fails to approve a payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor, on demand made at any time after the Certificate for Payment should otherwise have been issued, for its work to the extent completed, less the retained percentage, if any.

The Observer may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

Neither the County, the Observer nor the Engineer shall have any obligation to pay or to see to the payment of any monies to such Subcontractor except as may otherwise be required.

9. Protection of Persons and Property

9.01 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

9.02 Safety of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

(1) all employees on the Work and all other persons who may be affected thereby:
(2) all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
(3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety

and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

All blasting, including methods of storing and handling explosives and highly inflammable materials, shall conform to federal, state, local laws and ordinances.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

(1) The Contractor shall furnish the County with a Certificate of Blasting Insurance in the amount of $300,000.00 for each contract, at least twenty-four (24) hours prior to using explosives. A blasting permit must be obtained from the appropriate jurisdictions at least five (5) days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
(2) The following public utility companies and departments will be notified by the Contractor, on every occasion, at least twenty-four (24) hours prior to the use of explosives: Water and Wastewater, Electric, Gas, Telephone and the County Engineering Department.
(3) Explosive materials to be used shall be limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineering Department.
(4) During blasting, all reasonable precautions shall be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover shall be used when required by the Observer, the permit, or by safe blasting practices.
(5) All explosives shall be stored in accordance with all applicable laws and codes.
(6) The Engineer or its representative shall have the right to limit the use of explosives and/or blasting methods which in its opinion are dangerous to the public or nearby property of any kind.
(7) The Contractor, at its expense, shall promptly repair or replace all items known to be damaged as a result of blasting. All claims of damage shall be investigated by the County or by consulting firms approved by the County.
(8) The Contractor shall maintain accurate records throughout the blasting operations showing the type explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast and initials of the Observer. The Contractor is fully responsible for all claims resulting from its blasting operation.

All damage or loss to any property referred to in this article caused, in whole or in part, by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be

remedied by the Contractor, except damage or loss attributable solely to faulty drawings or specifications or solely to the acts or omissions of the County its agents, employees, or representatives or anyone employed by either of them, and not attributable in any degree to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

9.03 Location and Protection of Utilities

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

10. Termination

10.01 Termination by the County for Cause

Conditions for termination are as follows:

(A) Without prejudice to any other legal or equitable right or remedy which it would otherwise possess hereunder or as a matter of law, the County shall be entitled, by giving Contractor five (5) days prior written notice, to terminate the Agreement in its entirety at any time:

(1) If the Contractor becomes insolvent, voluntarily files for bankruptcy, is the subject of an involuntary petition for bankruptcy commenced by its creditors, makes a general assignment for the benefit of creditors or becomes the subject of any other proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of Contractor shall be appointed; or

(3) If Contractor:

(a) Shall fail to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; and shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County; or

(4) If Contractor:

(a) Shall commit a default under any of the terms, provisions, conditions, or covenants contained in the Contract Documents; and

(b) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County.

(B) In the event of County's termination for cause, Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the County may have against Contractor under other provisions of the Contract Documents or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

(C) If the Agreement is terminated for cause, the County shall have the right, but shall not be obligated, to complete the Work itself or by others; and to this end, the County shall be entitled to take possession of and use such equipment and materials as may be on the Project site, and to exercise all rights, options, and privileges of Contractor under its subcontracts, purchase orders, or otherwise; and Contractor shall promptly assign such rights, options and privileges to the County. If the County elects to complete the Work itself or by others, pursuant to the foregoing, the Contractor will reimburse the County for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by Contractor which fails to meet contract requirements.

Nothing contained in the preceding sections shall require the County to pay for any of the Work which is unsatisfactory, as determined by the Observer or which is not submitted in compliance with the terms of the Contract Documents. The County shall not be required to make any payments to Contractor when Contractor is in default under the Contract Documents.

This Article shall not constitute a waiver of any right, at law or at equity, which the County may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of the terms and conditions of the Contract Documents.

10.02 Termination for Convenience

In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Agreement for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Agreement for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

10.03 Obligations of Contractor Following Termination

After receipt of a notice of termination, whether such termination be for cause or convenience, Contractor shall, in good faith and to the best of its ability, do all things necessary to assure the efficient proper closeout of the terminated work (including the protection of County property). Among other things, the Contractor shall, except as otherwise directed or approved by the County:

(1) Stop the Work on the date and to the extent specified in the notice of termination.
(2) Place no further orders for subcontracts for services, equipment or materials, except as may be necessary for completion of such portion of the Work as is not terminated.
(3) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
(4) Assign to the County, in the manner and to the extent directed by it, all right title, and interest of Contractor under the orders or subcontracts so terminated; in which case, the County shall have the right to settle or pay any or all claims arising out of such termination of such orders and/or subcontracts.
(5) With the approval of the County, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts.
(6) Deliver to the County, all documents, property, plans, field surveys, maps, cross sections and other data, designs and work related to the Project, which shall become the property of the County upon termination. The delivery of such items shall be made in a reasonably organized form, without restriction on future use. Should the County subsequently contract with a new contractor for continuation of services on the Project subject of the Contract Documents, Contractor shall cooperate in providing information to the County and the new contractor.

11. Inspection and Audit

Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

(a) Contractor compliance with the Contract Documents,
(b) compliance with County's business ethics policies,
(c) compliance by other contractors or subcontractors with contracts with County or Contractor, and
(d) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this section.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section.

Table of Contents

I. County
II. Program Manager
III. General Engineering Consultant (GEC)
IV. The Construction Observer
V. Engineer of Record
VI. Insurance
VII. Record ("As-Built") Drawings
VIII. Limit of Financial Resources
IX. Limits of Work and Payment
X. State Sales Tax
XI. Completion of Work on Time
XII. Layout and Construction Stakes
XIII. Safety
XIV. Maintenance Bond Term & Amount
XV. Safety Restrictions - Work Near High Voltage Lines
XVI. Erosion Control
XVII. Discovery of Hazardous Materials
XVIII. Submittals – Certificate of Compliance
XIX. Unavailability of Materials
XX. Traffic Control
XXI. Temporary Traffic Handling Devices
XXII. Roadway Signs
XXIII. Project Signs
XXIV. Permits
XXV. Landscape Restoration
XXVI. Existing Fencing
XXVII. Easements
XXVIII. Limits of Contractor's Operation
XXIX. Maintenance of Pedestrian Walkways
XXX. Spoil
XXXI. Materials Testing
XXXII. Pre-Construction Conference
XXXIII. Weight Tickets
XXXIV. Confined Space Entry Program
XXXV. Tree and Plant Protection
XXXVI. Prosecution and Progress
XXXVII. Sanitary Provisions
XXXVIII. Work Near Railroads

SPECIAL CONDITIONS

I. County

Williamson County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department	County Engineer
Williamson County	Williamson County
901 South Austin Avenue	3151 SE Inner Loop
Georgetown, TX 78626	Georgetown, TX 78626

II. Program Manager

Prime Strategies, Inc. is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

III. General Engineering Consultant (GEC)

HNTB Corporation is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

IV. The Construction Observer

Williamson County or Representative is the "Construction Observer" referred to herein and in the Contract Documents. The Construction Observer will be responsible for performing construction observation services on the Project.

V. Engineer of Record

Freese Nichols is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the " Engineer of Record" in the "General Conditions of Agreement" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

VI. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	$1,000,000
Operations Aggregate	$1,000,000
Personal and Advertising Injury	$600,000
Each Occurrence	$600,000
Fire Damage (any one fire)	$50,000
Medical Expense (any one person)	$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the County, the Program Manager, the County's Representatives, the GEC, the Construction Observer and the Engineer of Record as an additional insured as to all applicable coverage;
(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
(3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
(4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
(5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
(6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor agrees to the following:
(1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all

parties to the Agreement and be primary coverage for all losses covered by the policies;

(2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

(3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and

(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

VII. Record ("As-Built") Drawings

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Observer one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

VIII. Limit of Financial Resources

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any

work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Observer.

X. State Sales Tax

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the an Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

> The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of Section 4.02 of the General Conditions, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum of $200 per working day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than twenty five working days. This separate time period shall be for completion of the Punch List, as set forth in Section 5.06 of the General Conditions, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth under Section 7.01 of the General Conditions, Abandonment by the Contractor. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor's expense.

XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

XIV. Maintenance Bond Term & Amount

The required Maintenance Bond amount for this Project shall be twenty percent (20%) of the total amount bid and the bond period shall be two years from date of acceptance of completion, as noted on the Certificate of Completion.

XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

(a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".

(b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.

(c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.

(d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the Project construction. Upon completion of construction and before the Construction Observer issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Observer shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan

Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Observer a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Observer.

The Construction Observer shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

XXII. Roadway Signs

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

XXIII. Project Signs

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. The project signs must be temporary signs, mounted in such a way that they can be moved and do not pose a safety issue. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering or approved equivalent to include: Road Bond Program, Your County Tax Dollars at Work!, with the Williamson County Seal, the Project's name, and a brief description relating to the estimated date of completion, website address and the appropriate Williamson County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". The Contractor may use any manufacturer; however, the manufacturer must meet Williamson County standards.

XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

XXV. Landscape Restoration

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

XXVI. Existing Fencing

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

XXVII. Easements

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

XXVIII. Limits of Contractor's Operation

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

XXIX. Maintenance of Pedestrian Walkways

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

XXX. Spoil

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Observer. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

XXXI. Materials Testing

Testing may be performed at the request of the County any time during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

XXXIII. Weight Tickets

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the

amount of assessed damages. Damages will be evaluated by the Construction Observer, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be $27.00 per square inch.

Shrubs and Grass Areas: An initial fine of $1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of $8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Observer shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

(1) Compaction of root area by equipment, vehicles or material storage;
(2) Trunk damage by moving equipment material storage, nailing or bolting;
(3) Strangling by tying ropes or guy wires to trunks or large branches;
(4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
(5) Cutting of roots by excavating or ditching;
(6) Damage of branches by improper pruning;
(7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
(8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
(9) Do not cut roots 1-1/2” in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

(1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
(2) Pruning will be performed by County.

XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

(1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
(2) Assure coordination of the efforts of the Contractor, County, Program Manager, Construction Observer, utilities and others that may be involved in the Project;
(3) Assist the Contractor, County, Program Manager and Construction Observer in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
(4) Assist the County, Program Manager and Construction Observer in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

(1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Observer or Program Manager.

(2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager, or Construction Observer; concise description of the Work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager or Construction Observer. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project’s completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule via e-mail.

The schedule shall encompass the time from the start of the Contract Time to the Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

(3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Observer or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

(4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted with the pay application. The Contractor shall meet with the Construction Observer or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:

a) Electronic copy of the updated schedule including revisions and changes via e-mail.
b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.

(5) Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the County or Construction Observer in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Observer.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

(6) Time Impact Analysis. The Contractor shall notify the County or Construction Observer when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Observer by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Observer a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Observer the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Observer may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Observer or Program Manager shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

XXXVIII. Work Near Railroads

(A) General.

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this

work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

WAGE RATES

Contractor must pay all workers not less than the prevailing wage rate for Williamson County, Texas.

General Decision Number: TX180016 01/05/2018 TX16

Superseded General Decision Number: TX20170016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher)for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	

Structures.....$ 12.87

LABORER
Asphalt Raker.....$ 12.12
Flagger.....$ 9.45
Laborer, Common.....$ 10.50
Laborer, Utility.....$ 12.27
Pipelayer.....$ 12.79
Work Zone Barricade Servicer.....$ 11.85

PAINTER (Structures).....$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....$ 12.69
Asphalt Distributor.....$ 15.55
Asphalt Paving Machine.....$ 14.36
Boom Truck.....$ 18.36
Broom or Sweeper.....$ 11.04
Concrete Pavement Finishing Machine.....$ 15.48
Crane, Hydraulic 80 tons or less.....$ 18.36
Crane, Lattice Boom 80 tons or less.....$ 15.87
Crane, Lattice Boom over 80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling Locator.....$ 11.67
Directional Drilling Operator.....$ 17.24
Excavator 50,000 lbs or Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck Mounted.....$ 16.93
Front End Loader, 3 CY or Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Commissioners Court - Regular Session **24.**

Meeting Date: 10/09/2018

Authorize Purchasing of Holt Caterpillar Equipment through the Buyboard

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Price Quotations #216959-03, #225540-01, #225540-02, #225609-01, and #216854-01 between Holt Caterpillar and Williamson County for Heavy Equipment in the amount of $1,093,499.01 (including Buyboard Fee) pursuant to BuyBoard contract #515-16 and authorizing the purchase.

Background

This is for the purchase of Heavy Equipment for Road and Bridge through the Buyboard Purchasing Cooperative Contract # 515-16. The BuyBoard fee is $400.00. Jeff Ivey / Ron Roberts are the point of contact for this transaction. This expenditure will be charged to 01-0200-0210-005711. Funding was approved in the FY2019 budget

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote# 216959-03

Quote# 225540-01

Quote# 225540-02

Quote# 2255609-01

Quote# 216854-01

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:22 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Johnny Grimaldo		Started On: 10/04/2018 07:49 AM
Final Approval Date: 10/04/2018		

DATE: September 10, 2018
QUOTE #:216959-03

WILLIAMSON COUNTY FLEET
Ron Roberts

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

One (1) New Caterpillar Inc. Model: 120M2 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK034187 **YEAR: 2018**

SELL PRICE	$246,839.00
EXT WARRANTY	Included
TOTAL PRICE	$246,839.00
SUB TOTAL	$246,839.00
HET (0.216%)	$533.17
TOTAL TAXES	$533.17
TOTAL PURCHASE PRICE	$247,372.17

WARRANTY

Standard Warranty:

Extended Warranty: 120-48 MO/6000 HR POWERTRAIN + HYDRAULICS + TECH

Buy Board # 515-16

In stock Holt

NOTES

Rear Ripper

Jeff Kell

Holt Cat 9-12-18

DATE: September 10, 2018QUOTE #:Quote 216959-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK034187 **SERIAL NUMBER: 0M9C00939** **YEAR: 2018** **HOURS: 6**

DESCRIPTION	REF.#
120M2 MOTOR GRADER	353-2916
LANE 2 ORDER	0P-9002
GLOBAL ARRANGEMENT	353-2886
MOLDBOARD, 14' PLUS	349-3048
RIPPER/SCARIFIER	332-2305
TOOTH, STRAIGHT	8J-1434
DRAWBAR, 4 SHOE CIRCLE GUIDES	253-4626
WEATHER, STANDARD	353-2891
ACCUMULATORS, BLADE LIFT	365-2203
PRECLEANER	356-1436
INSTALLATION ARRANGEMENT	365-2196
BASE + 1 (RIP)	309-9846
LIGHTS, FRONT HEADLIGHTS, LOW	309-9879
STARTING, (50 MT)	325-6335
CAB, PLUS	390-6789
INSTALLATION, ACCUGRADE READY	462-6388
JOYSTICK CONTROLS, ADVANCED	458-8701
TIRES, 17.5R25 BS VKT * D2A MP	252-0775
PUSH PLATE, COUNTERWEIGHT	367-6842
LANGUAGE, ENGLISH	310-0685
COMFORT PACKAGE	391-8968
SCREEN AS	360-0116
CONVERTER GP	361-3136
RADIO GP - AM/FM	477-1257
LIGHTS, WORKING, PLUS, HALOGEN	353-2895
CAMERA,REAR VISION	391-2914
MIRRORS, OUTSIDE MOUNTED	233-3295
GUARD, TRANSMISSION	366-2462
DRAIN, HIGH SPEED, ENGINE OIL	501-1160
PRODUCT LINK, CELLULAR PLE641	464-6443
TIER 4 FINAL AB&T CREDIT USING	477-3438
COOLANT, 50/50, -35C (-31F)	447-0898
ANTIFREEZE WINDSHIELD WASHER	0P-1939
ROLL ON-ROLL OFF	0P-2265
FUEL ANTIFREEZE, -25C (-13F)	0P-3978

CONSIST NOTE

The standard equipment list includes key components necessary for an operable machine.

POWERTRAIN

Air cleaner,dual stage dry type radial seal with service indicator
through messenger and
automatic dust ejector
Air-to-air after cooler (ATAAC)
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Engine, C7.1 with ACERT technology, diesel, with automatic engine derate and idle control
Meets U.S. EPA Tier 4 and
EU Stage IIIb emission standards
Fuel-water separator
Parking brake, multi-disc, sealed and
Oil cooled
Priming pump, fuel
Transmission, 8 speed forward and
6 speed reverse, power shift, direct
drive
VHP (Variable Horsepower)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Electrical system, 24 volt
Grade Control Ready
-cab harness -software
-bosses -brackets
-electrical hydrualic valves
Lights, reversing
Lights, roading, roof-mounted
Lights, stop and tail, LED
Product Link ready
Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
Display, digital speed and gear
Gauge, machine level
Gauges (analog) inside the cab
Includes -fuel
-articulation -engine coolant temp
-engine RPM -hydraulic oil temp
-regeneration
Joystick, adjustable armrests
Joystick gear selection
Joystick hydraulic controls
-right/left blade lift w/float position
-front wheel lean and articulation
-blade sideshift and tip -circle drive
-centershift -steering
Joystick hydraulic power steering
Ladders, cab, left and right side
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
ROPS cab, sound suppressed
70dB(A)
ISO 6394
Seat,cloth-covered, comfort suspension
Seat belt, retractable 3"
Throttle control, electronic
Windows: laminated glass
- fixed front with intermittent wiper
- side and rear (3)

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10"x24" is included in the base machine

price and weight.

FLUIDS

Antifreeze	Extended Life Coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators, brake, dual certified
Bumper, rear, integrated with hitch
CD ROM Parts Book
Clutch, circle drive slip
Cutting edges, 6" x 5/8" (152mm x 16mm) curved DH-2 steel, 3/4" mounting bolts (19mm)
Doors, 4, engine compartment, (two left hand, two right hand,) locking
Drawbar, 4 shoe with replaceable wear strips
Endbits, 5/8" (16mm) DH-2 steel, 3/4" (19mm) mounting bolts
Fuel tank, 110 gallon (416 L)
Ground level engine shutdown
Hammer (emergency exit)
Moldboard, 12'x 24" x 7/8" (3658mm x 610mm x 22mm)
Pump, hydr, high capacity (98cc/6cu in)
Radiator, cleanout access (both sides with swing doors)
Secondary steering
SOS ports, engine, hydraulic transmission, coolant, fuel
Tow hitch

DATE: September 11, 2018
QUOTE #:225540-01

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

One (1) New Caterpillar Inc Model: 120M2 BR Motor Graders with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$248,633.00
EXT WARRANTY	Included
TOTAL PRICE	$248,633.00
SUB TOTAL	$248,633.00
HET (0.216%)	$537.05
TOTAL TAXES	$537.05
TOTAL PURCHASE PRICE	$249,170.05

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	120-60 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH

Buy Board # 515-16

Delivery February/March 2019

NOTES

Mid Mount Scarifier

Jeff Kell

Holt Cat 9-12-18

CONSIST NOTE

The standard equipment list includes key components necessary for an operable machine.

POWERTRAIN

Air cleaner,dual stage dry type radial seal with service indicator
through messenger and
automatic dust ejector
Air-to-air after cooler (ATAAC)
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Engine, C7.1 with ACERT technology, diesel, with automatic engine derate and idle control
Meets U.S. EPA Tier 4 and
EU Stage IIIb emission standards
Fuel-water separator
Parking brake, multi-disc, sealed and
Oil cooled
Priming pump, fuel
Transmission, 8 speed forward and
6 speed reverse, power shift, direct
drive
VHP (Variable Horsepower)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Electrical system, 24 volt
Grade Control Ready
-cab harness -software
-bosses -brackets
-electrical hydrualic valves
Lights, reversing
Lights, roading, roof-mounted
Lights, stop and tail, LED
Product Link ready
Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
Display, digital speed and gear
Gauge, machine level
Gauges (analog) inside the cab
Includes -fuel
-articulation -engine coolant temp
-engine RPM -hydraulic oil temp
-regeneration
Joystick, adjustable armrests
Joystick gear selection
Joystick hydraulic controls
-right/left blade lift w/float position
-front wheel lean and articulation
-blade sideshift and tip -circle drive
-centershift -steering
Joystick hydraulic power steering
Ladders, cab, left and right side
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
ROPS cab, sound suppressed
70dB(A)
ISO 6394
Seat,cloth-covered, comfort suspension
Seat belt, retractable 3"
Throttle control, electronic
Windows: laminated glass
- fixed front with intermittent wiper
- side and rear (3)

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10"x24" is included in the base machine

price and weight.

FLUIDS

Antifreeze	Extended Life Coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators, brake, dual certified
Bumper, rear, integrated with hitch
CD ROM Parts Book
Clutch, circle drive slip
Cutting edges, 6" x 5/8" (152mm x 16mm) curved DH-2 steel, 3/4" mounting bolts (19mm)
Doors, 4, engine compartment, (two left hand, two right hand,) locking
Drawbar, 4 shoe with replaceable wear strips
Endbits, 5/8" (16mm) DH-2 steel, 3/4" (19mm) mounting bolts
Fuel tank, 110 gallon (416 L)
Ground level engine shutdown
Hammer (emergency exit)
Moldboard, 12'x 24" x 7/8" (3658mm x 610mm x 22mm)
Pump, hydr, high capacity (98cc/6cu in)
Radiator, cleanout access (both sides with swing doors)
Secondary steering
SOS ports, engine, hydraulic transmission, coolant, fuel
Tow hitch

DATE: September 11, 2018
QUOTE #:225540-02

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

One (1) New Caterpillar Inc Model: 120M2 BR Motor Graders with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	$248,633.00
EXT WARRANTY	Included
TOTAL PRICE	$248,633.00
SUB TOTAL	$248,633.00
HET (0.216%)	$537.05
TOTAL TAXES	$537.05
TOTAL PURCHASE PRICE	$249,170.05

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	120-60 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH

Buy Board # 515-16

Delivery February/March 2019

NOTES

Mid Mount Scarifier

Jeff Kell

Holt Cat 9-12-18

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
120M2/SPEC CHECK J.KELL 09/18	353-2916
TIRES, 17.5R25 BS VKT * D2A MP	252-0775
ACCUMULATORS, BLADE LIFT	365-2203
GUARD, TRANSMISSION	366-2462
MOLDBOARD, 14' PLUS	349-3048
CAMERA,REAR VISION	391-2914
CAB, PLUS	390-6789
JOYSTICK CONTROLS, ADVANCED	458-8701
COMFORT PACKAGE	391-8968
LIGHTS, ARM, FOLD DOWN	560-9017
LIGHTS, WORKING, PLUS, HALOGEN	353-2895
HEADLIGHTS,FRONT, LOW, HALOGEN	308-9370
MIRRORS, OUTSIDE MOUNTED	233-3295
STARTING, (50 MT)	325-6335
DRAIN, HIGH SPEED, ENGINE OIL	501-1160
PRODUCT LINK, CELLULAR PLE641	464-6443
TIER 4 FINAL AB&T CREDIT USING	477-3438
COOLANT, 50/50, -35C (-31F)	447-0898
ANTIFREEZE WINDSHIELD WASHER	0P-1939
LIGHTS, ROADING, HALOGEN	421-7810
LANGUAGE, ENGLISH	310-0685
DRAWBAR, 4 SHOE CIRCLE GUIDES	253-4626
WEATHER, STANDARD	353-2891
PRECLEANER	356-1436
INSTALLATION ARRANGEMENT	365-2196
LANE 3 ORDER	0P-9003
GLOBAL ARRANGEMENT	353-2886
MID MOUNT SCARIFIER PACKAGE	365-1336
DOMESTIC TRUCK	0P-0251
BASE + 1 (MMS)	309-9849
NO HITCH	393-4882
ROLL ON-ROLL OFF	0P-2265
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
PUSH PLATE, COUNTERWEIGHT	367-6842

CONSIST NOTE

The standard equipment list includes key components necessary for an operable machine.

POWERTRAIN

Air cleaner,dual stage dry type radial seal with service indicator
through messenger and
automatic dust ejector
Air-to-air after cooler (ATAAC)
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Engine, C7.1 with ACERT technology, diesel, with automatic engine derate and idle control
Meets U.S. EPA Tier 4 and
EU Stage IIIb emission standards
Fuel-water separator
Parking brake, multi-disc, sealed and
Oil cooled
Priming pump, fuel
Transmission, 8 speed forward and
6 speed reverse, power shift, direct drive
VHP (Variable Horsepower)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Electrical system, 24 volt
Grade Control Ready
-cab harness -software
-bosses -brackets
-electrical hydrualic valves
Lights, reversing
Lights, roading, roof-mounted
Lights, stop and tail, LED
Product Link ready
Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
Display, digital speed and gear
Gauge, machine level
Gauges (analog) inside the cab
Includes -fuel
-articulation -engine coolant temp
-engine RPM -hydraulic oil temp
-regeneration
Joystick, adjustable armrests
Joystick gear selection
Joystick hydraulic controls
-right/left blade lift w/float position
-front wheel lean and articulation
-blade sideshift and tip -circle drive
-centershift -steering
Joystick hydraulic power steering
Ladders, cab, left and right side
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
ROPS cab, sound suppressed
70dB(A)
ISO 6394
Seat,cloth-covered, comfort suspension
Seat belt, retractable 3"
Throttle control, electronic
Windows: laminated glass
- fixed front with intermittent wiper
- side and rear (3)

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10"x24" is included in the base machine

price and weight.

FLUIDS

Antifreeze	Extended Life Coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators, brake, dual certified
Bumper, rear, integrated with hitch
CD ROM Parts Book
Clutch, circle drive slip
Cutting edges, 6" x 5/8" (152mm x 16mm) curved DH-2 steel, 3/4" mounting bolts (19mm)
Doors, 4, engine compartment, (two left hand, two right hand,) locking
Drawbar, 4 shoe with replaceable wear strips
Endbits, 5/8" (16mm) DH-2 steel, 3/4" (19mm) mounting bolts
Fuel tank, 110 gallon (416 L)
Ground level engine shutdown
Hammer (emergency exit)
Moldboard, 12'x 24" x 7/8" (3658mm x 610mm x 22mm)
Pump, hydr, high capacity (98cc/6cu in)
Radiator, cleanout access (both sides with swing doors)
Secondary steering
SOS ports, engine, hydraulic transmission, coolant, fuel
Tow hitch

DATE: September 12, 2018
QUOTE #:225609-01

WILLIAMSON COUNTY FLEET

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

One (1) New Caterpillar Inc. Model: 416F Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HCT010450

SALE PRICE	$116,804.00
EXT WARRANTY	Included
TOTAL PRICE	**$116,804.00**
SUB TOTAL	**$116,804.00**
HET (0.216%)	$252.30
TOTAL TAXES	**$252.30**
TOTAL PURCHASE PRICE	**$117,056.30**

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	48 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH

Buy Board #515-16

Cab, 4x4, E-Stick, Quick Coupler Rear Bucket

NOTES

Includes: Front Quick Coupler, Bucket, and Forks
Added: Ride Control. Hydraulics 8 BNK MP for front Quick Coupler

Jeff Kell
Holt Cat 9-12-18

DATE: September 12, 2018QUOTE #:Quote 225609-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HCT010450

DESCRIPTION	REF.#
416F2 BHL ST, TIER 4 HRC, 70KW	450-8445
CAB, STANDARD	450-8680
ENGINE, 70KW, C4.4 ACERT, T4F	450-8754
STICK, EXTENDABLE, 14FT, MECH	450-8727
AIR CONDITIONER, T4	450-8711
TIRES, 12.5 80/19.5L-24, FS	380-8961
SEAT, FABRIC	433-4805
COUPLING,QD,THREADED WITH CAPS	456-3390
STABILIZER PADS, FLIP-OVER	9R-6007
RUST PREVENTATIVE APPLICATOR	462-1033
PACK, DOMESTIC TRUCK	0P-0210
BELT, SEAT, 2" SUSPENSION	206-1747
CONTROLS, BACKHOE PATTERN	398-2496
LANE 3 ORDER	0P-9003
SHIPPING/STORAGE PROTECTION	461-6839
INSTRUCTIONS, ANSI	430-9944
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BUCKET, LOADER (NONE)	325-5100
LINES,HYD COUPLER 14FT E-STICK	450-8578
PT, 4WD, STD SHIFT, MECH	450-8604
LINES, COMBINED AUX, E-STICK	398-2851
HYDRAULICS, MP, 6FCN/8BNK	450-8515
RIDE CONTROL	398-2680
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
PRODUCT LINK, CELLULAR, PL641I	447-0049
COUNTERWEIGHT, 1015 LBS	337-9696
BUCKET-SD, 24" 6.2 CFT	219-3381
COUPLER, PIN LOCK, BL F	544-1901

CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION OF A 416F2 BACKHOE LOADER EQUIPPED WITH THE LOWEST CHARGE ITEMS.

BOOMS, STICKS AND LINKAGES

14'4" Center pivot excavator style backhoe with 2-lever control
Boom transport lock
Swing transport lock
Street type stabilizer shoes
Bucket level indicator
Lift cylinder brace
Return-to-dig (automatic bucket positioner)
Self-leveling loader with single lever control
Transmission neutralizer switch
Single Tilt Loader

POWERTRAIN

Cat C4.4, 70KW (Net 87HP / 65kW)
- Direct Injection Turbo Charged Engine,
- with ACERT technology.
- US EPA Tier4 FinalEmissions Compliant
- Selective Catalytic Reduction (SCR)
Water separator
Thermal starting aid system
A dry type axial seal air cleaner with
- integral precleaner
- automatic dust ejection system
- filter condition indicator
Hydraulically boosted multi-plate wet disk brake with
- dual pedals & interlock
Differential lock
Drive-line parking brake
Torque converter
Transmission-four speed synchro mesh inc
- power shuttle
- neutral safety switch
Spin-on filters for
- fuel
- engine oil
- transmission oil
Outboard Planetary Rear Axles

HYDRAULICS

Load sensing, variable flow system with
- 35 gpm axial piston pump
6 micron hydraulic filter
O-ring face seal hydraulic fittings
Caterpillar XT-3 hose
Hydraulic oil cooler
Flow-Sharing Hydraulic Valves
Hydraulic suction strainer

ELECTRICAL

12 volt electrical start
150 ampere alternator
Horn
Backup alarm
Hazard flashers/turn signals
Halogen head lights (2)
Halogen rear flood lights (2)
Stop and tail lights
Audible system fault alarm
Key start/stop system
880 CCA maintenance free battery
Battery disconnect switch
External Power Receptacle (12v)
Remote jump start connector

OPERATOR ENVIRONMENT

Lighted gauge group
Interior rearview mirror
Rear fenders
ROPS canopy

2-inch retractable seat belt
Hand and foot throttle
Air suspension seat
Coat Strap

FLUIDS

Antifreeze - Extended Life Coolant

-30C (-20F)

OTHER STANDARD EQUIPMENT

Hydrostatic power steering
Standard Storage Box
Transport tie-down points
Ground line fill fuel tank with
44 gallon capacity
Ground line fill diesel exhaust fluid
tank with 5 gallon capacity

Rubber impact strips on radiator guards
Bumper
CD-ROM Parts Manual
Backhoe Safety Manual
Operations and Maintenance Manual
Lockable hood
Tire Valve Stem Protection

DATE: September 10, 2018
QUOTE #:216854-01

WILLIAMSON COUNTY FLEET
Jeff Ivey

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

One (1) New Caterpillar Inc. Model: 953K Track Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HLK034194 **YEAR: 2018**

SELL PRICE	$229,834.00
EXT WARRANTY	Included
TOTAL PRICE	$229,834.00
SUB TOTAL	$229,834.00
HET (0.216%)	$496.44
TOTAL TAXES	$496.44
BUY BOARD PURCHASE PRICE	$230,330.44

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	48 months or 3,000 hour Powertrain

In stock Holt Austin

NOTES

BUY BOARD # 515-16

Jeff Kell

Holt Cat 9-12-18

DATE: September 10, 2018QUOTE #:Quote 216854-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK034194 **SERIAL NUMBER: 0LJT00270** **YEAR: 2018** **HOURS: 5**

DESCRIPTION	REF.#
953K HRC TRACK LOADER	471-9489
LANE 2 ORDER	0P-9002
REGIONAL PACKAGE ADSD-N	470-6429
CONSTRUCTION PACKAGE, HD	469-5039
FAN, DEMAND, STANDARD	456-3980
AIR INLET, STANDARD	456-4000
GUARD, IDLER	308-6518
TRACK, 19" DG, HD	510-4109
HYDRAULIC OIL, STANDARD	257-4146
SEAT, COMFORT	508-4902
TRANSMISSION CONTROL, JOYSTICK	508-4756
HYDRAULIC 3V,GP JOYSTICK, PACK	469-5052
SERVICE PACKAGE, EXTENDED	470-6425
TANK, FUEL, STANDARD	456-3994
RIPPER, MULTI-SHANK	456-3991
BUCKET-GP, 2.4 CYD, PACKAGE	357-7624
GUARD, FRONT LIGHTS	518-0006
RADIO, AM/FM/AUX/USB/BLUETOOTH	452-6580
OIL CHANGE SYSTEM, HIGH SPEED	348-5135
CAB, DELUXE	513-7703
PRODUCT LINK, CELLULAR PL641	507-5181
LINES IMPLEMENT, STANDARD	472-0849
COMPLETE STORAGE PROTECTION	0G-9236
HITCH, RIPPER	465-8893

STANDARD EQUIPMENT

POWERTRAIN

Caterpillar C7.1 diesel engine Tier-4 EPA Tier 4 Final / EU Stage IV / Japan 2014 (Tier 4 Final) certified engine with engine mounted aftertreatment turbo charged with ATAAC
Modular cooling system for engine air intake, oil and water
Fan radiator, electronically controlled, hydraulically driven, temperature sensing, on demand
Electro Hydrostatic Control (EHC) for transmission
Engine idle shutdown
Auto engine speed control
Electric fuel pump
Water separator
Air cleaner dry-type, axial seal with integral precleaner and dust ejection system, electronic filter condition indicator
Engine mounted aftertreatment
Starting aid, glow plug
Caterpillar extended life coolant

UNDERCARRIAGE

Caterpillar heavy duty tracks
Track guiding guards, end section
Track adjuster, hydraulic
Sprocket rims, with replaceable bolt-on Tough steel segments
Guards, sprocket
6 track rollers per side, with one upper carrier roller, lifetime lubricated
Idlers, conventional type, lifetime lubricated
Oscillating track roller frames

ELECTRICAL

Alternator, 24 volt, heavy duty brushless
Alarm, backup
Horn, electric
2 heavy duty batteries, high output, maintenance free, 900 CCA
Switch, main disconnect
Starter, electric (heavy duty, 24 volt)

OPERATOR ENVIRONMENT

Rear-view camera with display(full-time)
Pressurized, sound suppressed, ROPS/FOPS cab with tinted glass and right side sliding window
Air conditioning and heating
Heater / defroster with automatic temperature control
Seat, fabric-covered, air suspended adjustable
Armrests, adjustable
Electro hydraulic, seat mounted control levers with faster processing
Seat belt, retractable, with buckling indicator on dash
Electronic monitoring system with gauges for:
engine coolant temperature
hydraulic oil temperature
Hour meter, electronic
Throttle switch rotary with Eco mode
Center brake pedal
Independent forward/reverse speed range settings
Travel speed limiter, electronic
Mirror, rearview, inside, adjustable
Radio ready. includes 24 to 12 volt converter, speakers, antenna and
Two 12 volt power outlets
Coat hook
Storage compartments under left armrest
Document holder on right console
Floor mat, rubber, heavy duty
Windshield washers and wipers, multiple speed front and rear
Durable metal roof
Parking brake switch and "brake-on"

DEF level
fuel level
Engine RPM and gear display
indicator light
Durable metal fender

OTHER STANDARD EQUIPMENT

Sound suppression, exterior
Z-bar loader linkage
Load sensing variable displacement implement pump
Implement cylinders with sensors
Operator programmable lift and tilt kickouts
Engine enclosure with lockable doors
Radiator core 6.5fpi, debris resistant
Hinged radiator guard and swing out fan
Guards, full bottom
Ecology drains on hydraulic oil tank
Product link ready
Oil sampling valves
Hoses, Caterpillar XT
HYDO Advanced 10

Commissioners Court - Regular Session **25.**

Meeting Date: 10/09/2018

Award IFB 1808-256 Ronald Reagan Blvd Turning Lanes Widening at Santa Rita Blvd

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 #1808-256 Ronald Reagan Blvd Turning Lanes Widening at Santa Rita Blvd to the lowest responsive bidder, Joe Bland Construction and authorizing the execution of the agreement.

Background

Williamson County received 6 bids and the IFB was viewed by 44 suppliers. The contractors bid is $39,958.60 above the Engineer's Estimate, an increase of 9.5%. In addition to meeting the bid requirements, Joe Bland Construction has performed similar work on other projects and received positive references from those contracted. Based on the low bid of $420,608.60 and previous quality of work, the County Engineer's Office recommends to the Commissioners' Court, awarding Joe Bland Construction the contract for Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd. Estimated time of 30 working days to final completion.The point of contact is Terron Evertson, P.E. Funding Source: Line Item 3599 will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Recommendation Letter

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:30 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Johnny Grimaldo		Started On: 10/04/2018 07:57 AM
Final Approval Date: 10/04/2018		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Joe Bland Construction (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **1808-256 – Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd**

Article 2. Engineer of Record

The Project has been designed by **Kon Q. Kwan, P.E.**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **30** working days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES FOUR HUNDRED TWENTY THOUSAND SIX HUNDRED EIGHT DOLLARS AND SIXTY CENTS $420,608.60

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 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, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and

convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

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

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 3, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

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

7.10 Nothing in this Agreement 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.

7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

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

This Agreement will be effective on October 4, 2018 (which is the "Effective Date" of the Agreement).

COUNTY _____

By: _____
Dan A. Gattis,
Williamson County Judge

CONTRACTOR _____

By: _____

Title: CFO

[CORPORATE SEAL]

BECKY RUIZ
Notary Public, State of Texas
Comm. Expires 02-28-2021
Notary ID 13102343-5

Attest _____

Attest Becky Ruiz

Table of Contents

1. Definition of Terms
1.01 The Agreement
1.02 County
1.03 Department
1.04 Contractor
1.05 Engineer
1.06 General Engineering Consultant (GEC)
1.07 Construction Observer
1.08 Construction Representative
1.09 Engineer of Record
1.10 Contract Documents
1.11 Subcontractor
1.12 Sub-Subcontractor
1.13 Written Notice
1.14 Work
1.15 Extra Work
1.16 Working Day
1.17 Calendar Day
1.18 Substantially Completed
1.19 Notice of Substantial Completion
1.20 Certificate of Completion
1.21 Certificate of Acceptance
1.22 Project
1.23 Contract Time
1.24 Contract Price

2. Responsibilities of the Engineer and the Contractor
2.01 County-Observer Relationship
2.02 Professional Observation by the Construction Observer
2.03 Payments for Work
2.04 Initial Determinations
2.05 Objections
2.06 Lines and Grades
2.07 Contractor's Duty and Superintendence
2.08 Contractor's Understanding
2.09 Character of Workers
2.10 Shop Drawings
2.11 Preliminary Approval
2.12 Defects and Their Remedies
2.13 Changes and Alterations

3. General Obligations and Responsibilities
3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site
3.02 Ownership of Documents
3.03 Adequacy of Design
3.04 Contractor's Responsibility for Work
3.05 Protection Against Accident to Employees and the Public
3.06 Performance and Payment Bonds
3.07 Protection of Adjoining Property
3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies
3.09 Protection Against Royalties or Patented Invention
3.10 Laws and Ordinances
3.11 Assignment and Subletting
3.12 Indemnification
3.13 Insurance
3.14 Final Clean-up

4. Prosecution and Progress
4.01 Time and Order of Completion
4.02 Extension of Time
4.03 Hindrances and Delays

5. Measurement and Payment
5.01 Quantities and Measurements
5.02 Estimated Quantities
5.03 Price of Work
5.04 Partial Payments
5.05 Punch List
5.06 Final Completion and Acceptance
5.07 Final Payment
5.08 Payments Withheld
5.09 Delayed Payments

6. Extra Work and Claims
6.01 Change Orders
6.02 Minor Changes
6.03 Extra Work
6.04 Time of Filing Claims
6.05 Continuing Performance

7. Abandonment of Contract
7.01 Abandonment by Contractor
7.02 Abandonment by the County

8. Subcontractors
8.01 Award of Subcontracts for Portions of the Work
8.02 Subcontractual Relations
8.03 Payments to Subcontractors

9. Protection of Persons and Property
9.01 Safety Precautions and Programs
9.02 Safety of Persons and Property
9.03 Location and Protection of Utilities

10. Termination
10.01 Termination by the County for Cause
10.02 Termination for Convenience
10.03 Obligations of Contractor Following Termination

11. Inspection and Audit

General Conditions of Agreement

1. Definition of Terms

For purposes of the Contract Documents, the following terms shall have the meanings set forth herein:

1.01 The Agreement

The term the "Agreement" shall mean Standard Form of Agreement by and between County and Contractor relating to the Work and the construction of the Project.

1.02 County

Williamson County, Texas, being a political subdivision of the State of Texas, is the entity identified in the Agreement and hereinafter referred to as the "County." Nothing contained in the Contract Documents shall create any contractual or agency relationship between any parties other than the County and the Contractor.

1.03 Department

The "Department" shall mean the Texas Department of Transportation (TxDOT).

1.04 Contractor

The term the "Contractor" shall mean the successful bidder that enters into the Agreement with the County for the construction of the Work and the Project defined by the Contract Documents.

1.05 Engineer

The term the "Engineer" shall mean the County Engineer or the authorized representative of the County Engineer.

1.06 General Engineering Consultant (GEC)

The term the "General Engineering Consultant" or "GEC" shall mean the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the construction oversight of the Project.

1.07 Construction Observer

The "Construction Observer" or the "Observer" shall mean the County's employee or a contracted consultant who performs construction engineering and inspection services for the Project.

1.08 Construction Representative

The "Construction Representative" shall mean the GEC's designated field representative

during construction of the Project which shall provide for coordination and assistance of the construction observation effort.

1.09 Engineer of Record

The term "Engineer of Record" shall mean the County's design professional, who shall provide professional engineering design services for the Project.

1.10 Contract Documents

The "Contract Documents" shall consist of the Special Conditions, Notice for Bidders, Proposal, the fully executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (when required), General Conditions, Technical Specifications or Specifications, Plans and all modifications thereof incorporated in any such documents before the execution of the Agreement and all modifications that are made, in accordance with the Contract Documents, following the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Fully Executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (if any), Proposal, General Conditions, Special Conditions, Technical Specifications or Specifications, and Plans.

1.11 Subcontractor

The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.12 Sub-Subcontractor

The term "Sub-Subcontractor" means one who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. It includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.13 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the entity for whom it is intended, or if delivered to or sent by registered mail to the last business address known to it who gives the notice.

1.14 Work

The Contractor shall provide and pay for all materials, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents (collectively known as the "Work"). Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The

Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.15 Extra Work

The term "Extra Work" as used in the Contract Documents shall be understood to mean and include all work that may be required by the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under Section 2.13 "Changes and Alterations" herein.

1.16 Working Day

The term "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of the Work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.17 Calendar Day

The term "Calendar Day" is defined as any day of the week or month, no days being excepted.

1.18 Substantially Completed

The term "Substantially Completed" or "Substantial Completion" shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer's sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

1.19 Notice of Substantial Completion

Notice issued to the Contractor by the Observer or County's Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

1.20 Certificate of Completion

Certificate issued to the Contractor by the Observer acknowledging "Final Completion" of the Project, as determined by completion of the Punch List, from which time the warranty period for the Project shall begin. The issuance of the Certificate of Completion shall serve as evidence of "Final Completion" and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor's operations to existing facilities or completed and substantially accepted work.

1.21 Certificate of Acceptance

Certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

1.22 Project

The "Project" shall mean and include the Project defined, described and set forth in the Agreement.

1.23 Contract Time

The "Contract Time" shall mean the amount of time in which the Work shall be Substantially Completed. The number of days allotted for the Contract Time shall be specifically set forth in the Agreement.

1.24 Contract Price

The "Contract Price" shall mean the amount that the County shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The specific amount of the Contract Price shall be determined pursuant to the terms of the Contract Documents.

2. Responsibilities of the Engineer and the Contractor

2.01 County-Observer Relationship

The Observer will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Observer as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Observer. The Observer will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Observer.

2.02 Professional Observation by the Construction Observer

The Observer shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Observer shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Observer shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Observer shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

2.03 Payments for Work

The Observer shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Observer's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Observer that the Observer has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

2.04 Initial Determinations

The Observer initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Observer's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

2.05 Objections

In the event the Observer renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Observer its written objection to the decision within thirty (30) days of such decision by the Observer, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

2.06 Lines and Grades

Unless otherwise specified, all lines and grades shall be furnished by the Contractor at its own expense. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefore.

2.07 Contractor's Duty and Superintendence

The Contractor shall give adequate attention to the faithful prosecution and completion of the Work subject of the Contract Documents and shall keep on the Project site, at all times during its progress, a competent Superintendent and any necessary assistants to supervise and direct the Work. The Superintendent shall represent the Contractor in its absence and all directions given to the Superintendent shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Observer being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Observer, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

Any review of work in process, or any visit or observation and inspection during construction, or any clarification of plans and specifications, by the Observer or the County, or any agent, employee, or representative of either of them, whether through personal observation or inspection on the Project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or methods, is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the Contract Documents, or for the purpose of enabling the Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of its work on the Project, including but not limited to the propriety of means and methods of the Contractor in performing in accordance with the Contract Documents, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Observer, the Engineer, or any of their representatives, whether called to the Contractor's attention or not, shall in no way relieve the Contractor from its responsibility to complete all work in accordance with the Contract Documents.

2.08 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents.

2.09 Character of Workers

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under the Contract Documents, to do the Work; and agrees that whenever the Observer shall inform it in writing that any workers on the Work are, in its opinion, incompetent, unfaithful or disorderly, or refuse instructions from the Observer in the absence of the Superintendent, such worker shall be discharged from the Work and shall not again be employed on the Work without the Observer's written consent. No illegal alien may be employed by any Contractor for work on this Project, and a penalty

of $500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

2.10 Shop Drawings

The Contractor shall submit to the Observer, with such promptness as to cause no delay in its own work or in that of any other contractor, a minimum of four (4) stamped/reviewed copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, and the County's Representative for their records. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

2.11 Preliminary Approval

The Observer shall not have the power to waive the obligations of the Contract Documents for the furnishing by the Contractor of good material, and of its performing good work as herein described, and in full accordance with the Contract Documents. No failure or omission of the Observer to discover, object to or condemn any defective work or material shall release the Contractor from the obligations to fully and properly perform in full accordance with the Contract Documents, including without limitation, the obligation to at once tear out, remove and properly replace any defective work or material at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Observer shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the Observer,

such acceptance shall be binding on the County unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered to be taken up or removed for re-examination by the Observer, prior to final acceptance, and if found not in accordance with the plans and/or specifications for said work, all expenses relating to the removing, re-examination and replacement shall be solely borne by the Contractor. Otherwise, if the questioned work is found to be in accordance with the plans and/or specifications for said work, the expense thus incurred shall be allowed as Extra Work and shall be paid for by the County; provided, however, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, the Contractor shall bear all expense of taking up, removing, and replacing this work if so directed by the Observer.

2.12 Defects and Their Remedies

It is further agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Observer as unsuitable or not in conformity with the Contract Documents, or the intent thereof, the Contractor shall, after receipt of notice thereof from the Observer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the Contract Documents.

2.13 Changes and Alterations

The Contractor further agrees that the County may make such changes and alterations as the County may see fit in the line, grade, form, dimensions, plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract Documents.

If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the Work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment". If the amount of work is increased, and the Work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under the Contract Documents, except as provided for unit price items under Section 5 "Measurement and Payment". Otherwise, such additional work shall be paid for as provided under Extra Work. In the event the County makes such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the County shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the Work as originally planned.

3. General Obligations and Responsibilities

3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site

The Contractor shall keep one (1) copy of the plans and specifications constantly accessible on the Work, with the latest revisions noted thereon. The Contractor shall give the Work its constant attention to facilitate the progress thereof and shall cooperate with the Construction Observer in every way possible. The Contractor shall designate, to the Construction Observer in writing, the name of a Superintendent, employed by the firm, regardless of how much of the Work may be sublet. The Superintendent will be available at all time. In the event a competent superintendent is not available, the Construction Observer may suspend work until one is available.

3.02 Ownership of Documents

All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

3.03 Adequacy of Design

It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. **THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE.** Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

3.04 Contractor's Responsibility for Work

Until the issuance of the Certificate of Completion for the Project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non execution of the Work.

In case of suspension of work for any cause, the Contractor shall be responsible for the preservation of all materials. The Contractor shall provide suitable drainage of the roadway in good and passable condition until Final Completion, except as outlined below for opening the roadway to traffic.

Whenever, in the opinion of the Observer, any roadway or portion thereof is in suitable condition for travel, it shall be opened to traffic; provided, however, such opening shall not be held to be, in any way, the final acceptance of the roadway or any part thereof or be held as a waiver of any of the provisions of the Contract Documents. Where it is considered by the Observer to be in the public interest and so ordered in writing by the Observer, any Substantially Completed roadway or portion thereof may be opened to traffic as follows:

(1) When both required by plans, job sequence or the approved traffic control plan, and when the County accepts responsibility for maintaining such portion of the roadway opened to traffic.
(2) When work is suspended for a period of time at the convenience of the County, the County will assume the responsibility for maintaining the entire roadway during the period of suspension; or
(3) When the roadway or portion thereof is opened to traffic during construction operations at the convenience of the County, the County will assume responsibility for the maintenance of the traveled way and shoulders during the period in which it is opened to traffic.

The County, in assuming responsibility for maintenance under this provision, may require the Work to be done in accordance with Section 6, "Extra Work and Claims".

Except for damage by the Contractor or damage caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing facilities or damage to completed and accepted work such as guard fence, bridge wings, railing, illumination assemblies, underpass structure, traffic barriers, delineator assemblies, signs, sign bridges, changeable message signs, vehicle impact attenuators (crash cushions and guardrail end treatments) and traffic signals, where such damage is caused by (a) motor-vehicle, seacraft or aircraft that are not being operated by Contractor; (b) railroad-train collision (c) vandalism: (d) Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of natures: or (e) Acts of Governmental Authorities.

Upon completion of all work provided for in the Contract Documents for any individual limits, control or project, the Observer may make an inspection, and if the Work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of

the Work, except for damage caused by the Contractor or its operations. Such partial acceptance must be made in writing and shall in no way void or alter any terms of the Contract Documents. Other specific units of the Project will be accepted on an individual basis when shown on the plans or as approved, in writing, by the Observer.

3.05 Protection Against Accident to Employees and the Public

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Observer, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Observer for their records. The Contractor shall also immediately send the County and the Observer a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of the Work.

3.06 Performance and Payment Bonds

Unless otherwise specified, it is further agreed by the parties to the Contract Documents that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred (100%) percent of the total Contract Price, on forms acceptable to County, guaranteeing faithful performance of the Work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor with any equipment in the execution of the Work subject of the Contract Documents. It is agreed that the Contractor shall have no rights under the Contract Documents until such performance and payment bonds are furnished to and approved by the County.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Each bond shall be executed by a corporate surety or corporate sureties, with an A.M. Best rating of "B" or better, duly authorized to do business and to issue surety bonds in the State of Texas. If any surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of the County and of persons supplying labor, materials and equipment in the prosecution of the Work subject of the Contract Documents. Furthermore, the surety company underwriting the bonds must be acceptable to the County.

Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating on the face of the Power of Attorney the limit, if any, in the total amount for which such agent is empowered to issue a single bond.

3.07 Protection of Adjoining Property

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.**

3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies

THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from

the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

3.09 Protection Against Royalties or Patented Invention

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letter patent or copyright by suitable legal agreement with the patentee or owner. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT RIGHTS AND SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE COUNTY SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE COUNTY; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL INDEMNIFY AND SAVE THE COUNTY HARMLESS FORM ANY LOSS ON ACCOUNT THEREOF.** If the material or process specified or required by the County is known by the Contractor to be an infringement, the Contractor shall be responsible for such loss unless it promptly gives such information to the County.

3.10 Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinance and regulations, which in any manner affect the Contract Documents or the Work, and **SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES, AND REGULATIONS WHETHER BY THE CONTRACTOR OR ITS EMPLOYEES, EXCEPT WHERE SUCH VIOLATIONS ARE CALLED FOR BY THE PROVISIONS OF THE CONTRACT DOCUMENTS.** If the Contractor observes that the plans and specifications are at variance therewith, it shall promptly notify the Observer, in writing, and any necessary changes shall be prepared as provided in the Contract Documents for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Observer, the Contractor shall bear all costs arising therefrom.

In case the County is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the County may enter into contract, shall be controlling and shall be considered as part of the Contract Documents to the same effect as though embodied herein.

3.11 Assignment and Subletting

The Contractor further agrees that it will retain personal control and will give its personal attention to the fulfillment of the Work strictly in accordance with the Contract Documents and that Contractor will not assign, by Power of Attorney or otherwise, or sublet any right or interest it may have under the Contract Documents without the written consent of the Observer, and that no part or feature of the Work will be sublet to anyone objectionable to the Observer or the County. The Contractor further agrees that the subletting of any portion or feature of the Work, or materials required in the performance of the Work, shall not relieve the Contractor from its full obligations to the County as provided in the Contract Documents.

3.12 Indemnification

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

(1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,

(2) IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE OBSERVER, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE OBSERVER, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE OBSERVER THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.12 SHALL NOT BE

LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3.13 Insurance

The Contractor at its own expense shall purchase, maintain and keep in force such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(1) Workman's compensation claims, disability benefits and other similar employee benefit acts;

(2) Claims for damages because of body injury, occupational sickness or disease, or death of its employees, and claims insured by usual bodily injury liability coverages;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual bodily injury liability coverages; and

(4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

CERTIFICATE OF INSURANCE. Before commencing any of the Work, Contractor shall file with the County valid Certificates of Insurance acceptable to the County and the Observer. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

The Contractor shall also file with the County valid Certificates of Insurance covering all Sub-contractors of the Contractor.

3.14 Final Clean-up

Upon the completion of the Work and before acceptance and Final Payment will be made, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, temporary structures and debris of every kind. The Contractor shall leave the site of the Work in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site of the Work shall be disposed of at locations that are both satisfactory to the Observer and in accordance with the laws pertaining to the disposal of such surplus, debris and waste materials.

In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Observer may do so, or cause same to be done, at the

Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

4. Prosecution and Progress

4.01 Time and Order of Completion

It is the meaning and intent of the Contractor Documents, unless otherwise specifically provided, that the Contractor shall be allowed to prosecute its work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to the economy of construction; provided, however, that the order and the time of prosecution shall be such that the Work shall be substantially completed, as a whole and in part, in accordance with the Contract Documents and within the time of completion designated in the Contractor's bid or proposal; provided, however, when the County is having other work done on the same Project or an adjoining project, either by contract or by its own force, the Observer may direct the time and manner of constructing the Work done under the Contract Documents, so that conflict will be avoided and the construction of the various works and projects being performed for the County shall be harmonized.

Unless otherwise specified, the Contractor shall plan to begin work 10 calendar days from the authorization date to begin work as designated by the Notice to Proceed.

The Contractor shall submit, at such times as may reasonably be requested by the Observer, schedules which shall show the order in which the Contractor proposes to carry on the Work, the dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts.

Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

4.02 Extension of Time

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Observer or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Observer shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Observer; provided, however, before the Observer may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Observer a written description of the cause of such delay. Adverse weather conditions will not be justification for extension of time on "Calendar Days" contracts.

4.03 Hindrances and Delays

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Observer is caused by such stoppage of said work, shall be paid by the County to the Contractor.

5. Measurement and Payment

5.01 Quantities and Measurements

No extra or customary measurements of any kind will be allowed. Rather the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided otherwise in the Contract Documents.

5.02 Estimated Quantities

The Contract Documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under the Contract Documents, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the proposals offered for the Work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the Contract Documents may differ somewhat from these estimates.

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Work. For plans quantity measurement items, the estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications. If the actual quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized work done for payment purposes. The party requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in the Contract Documents. When quantities are revised by a change in design approved by the County, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

Where payment is based on the unit price method, the Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under the Contract Documents and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should

become as much as twenty-five percent (25%) more than or twenty-five percent (25%) less than the estimated or contemplated quantity for such items, then either party to the Agreement, upon demand, shall be entitled to revised consideration upon the portion of the Work above or below twenty-five percent (25%) of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater that five percent (5%) of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of the Contract Documents, as provided under Section 6.03 "Extra Work".

5.03 Price of Work

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all of the Work by the Contractor, and on the completion of all of the Work and on the delivery of all material in full conformity with the specifications and stipulations contained in the Contract Documents, the County agrees to pay the Contractor the Contract Price that is set forth in the Agreement. The Contractor hereby agrees to receive such Contract Price in full for furnishing all material and all labor required for the Work, also for all expense incurred by Contractor, and for well and truly performing the same and the whole thereof in the manner with and in accordance to the Contract Documents.

5.04 Partial Payments

On or before the first Wednesday of each month, the Contractor shall submit to the Observer a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Observer, is acceptable. The Observer shall either examine and approve by signature or modify and approve such modified statement.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may by retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Observer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the terms and conditions stated in the Contract Documents.

(1) When work progress is fifty percent (50%) complete, as determined by the value of the work completed to date against the original or revised contract amount, whichever is greater, the County may reduce the amount retained to five percent (5%) of the value of all work satisfactorily complete to date, including the value paid for materials on hand, provided, in the sole opinion of the Observer, the Contractor is making satisfactory progress toward completion of the project in a timely manner and there is no other cause to retain a greater percentage.

(2) Upon issuance of the NOTICE OF SUBSTANTIAL COMPLETION and agreement to final project quantities, the percent retained may be further reduced, at the discretion of the Engineer and the Observer, to two percent (2%) of the total value of all work completed to date. This amount shall be retained until Final Payment and close out of the project.

5.05 Punch List

The Contractor shall notify the Observer in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Observer, the Contractor shall furnish to the Observer, in writing, a detailed list of unfinished work, also known as the Punch List. The Observer will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

5.06 Final Completion and Acceptance

The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Observer written notice that the Punch List has been completed, the Observer shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Observer shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Observer shall advise the Contractor, in writing, of the Observer's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Observer's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, maintenance bond and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

5.07 Final Payment

Upon the issuance of the Notice of Substantial Completion, the Observer shall proceed to make final measurements and prepare final statement for the value of all work performed and materials furnished under the terms of the Contract Documents and shall certify same to the

County, and, then, Final Payment shall be made to the Contractor. At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

5.08 Payments Withheld

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

(a) Defective work not remedied or other obligations hereunder not completed.
(b) Claims filed or reasonable evidence indicating the probable or potential filing of claims.
(c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
(d) Damage to the County or another contractor's work, material or equipment.
(e) Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
(f) Reasonable indication that the Work will not be completed within the contract time.
(g) Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 Delayed Payments

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon 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 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. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any

extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

6. Extra Work and Claims

6.01 Change Orders

Without invalidating the Agreement or any terms of the Contract Documents, the County may, at any time or from time to time, order additions, deletions or revisions to the Work. Any such additions, deletions or revisions to the Work may only be effectuated and authorized by written Change Order. The said written Change Order shall be prepared by the GEC for execution by the County and the Contractor. The Change Order shall set forth the basis for any change in Contract Price, as hereinafter set forth in Section 6.03, Extra Work, and for any change in contract time which may result from the change.

In the event the Contractor shall refuse to execute a Change Order which has been prepared by the GEC and executed by the County, the GEC may, in writing, instruct the Contractor to proceed with the Work as set forth in the Change Order and the Contractor shall thereafter proceed with such work. The Contractor may make claim against the County for Extra Work involved under the Change Order, as hereinafter provided.

6.02 Minor Changes

The Observer may authorize minor changes in the Work which are not inconsistent with the overall intent of the Contract Documents and which do not involve an increase in Contract Price. If the Contractor believes that any minor change or alteration authorized by the Observer involves Extra Work which entitles it to an increase in the Contract Price, the Contractor shall make written request to the Observer for a written Field Order. For purposes of this section, a "Field Order" shall mean the Contractor's cost proposal for the Extra Work that the Contractor believes would increase the Contract Price.

In such case, the Contractor, by copy of its communication to the Observer or by separate writing, shall advise the County of its request to the Observer for a written Field Order. The Contractor's notice to the County shall inform the County that the work subject of the written Field Order may result in an increase in the Contract Price.

Any request by the Contractor for a change in Contract Price shall be made prior to commencing the work covered by the proposed change.

6.03 Extra Work

It is agreed that the basis of compensation to the Contractor for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by the unit prices upon which the Work and Project was bid to the extent such work can be fairly classified within the various work item descriptions. For work that cannot be fairly classified within the said various work item descriptions, the basis of compensation to the Contractor

for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)
By agreed unit prices; or

Method (B)
By agreed lump sum; or

Method (C)
If neither Method (A) nor Method (B) is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen percent (15%).

In the event said Extra Work is performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the Contractor of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on performance and payment bonds and maintenance bonds, public liability and property damage and workers' compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by the County. The Observer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Observer. The Observer or the County may also specify, in writing before the Extra Work commences, the method of doing the Extra Work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of Equipment ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's camp or field office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered, in writing, by the Observer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in

the construction time, Contractor shall make written request to the Observer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Observer insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

6.04 Time of Filing Claims

The County and Contractor hereby agree and acknowledge that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Observer within thirty (30) days after the Observer has given any directions, order or instruction to which the Contractor desires to take exception. The Observer shall reply within thirty (30) days to such written exceptions by the Contractor and render the Observer's final decision in writing. In case the Contractor should appeal from the Observer's decision, the Contractor may file with the County its objection. It is further agreed that the acceptance by the Contractor of the Final Payment shall serve as a bar to any claims that the Contractor may have for matters arising prior to or after the Contractor's acceptance of the Final Payment.

6.05 Continuing Performance

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

7. Abandonment of Contract

7.01 Abandonment by Contractor

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from either the County or the Observer, or if the Contractor fails to comply with the orders of the Observer when such orders are consistent with the Contract Documents, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor.

After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove from the Project any machinery, equipment, tools, materials or supplies that then currently exist on the Project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims, herein), it being understood that the use of such

equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

(1) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or

(2) The County, under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.06 herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Observer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

7.02 Abandonment by the County

In the event that the County should fail, within ten (10) days after receiving written notification from the Contractor, to comply with the terms of the Contract Documents, then the Contractor may suspend or wholly abandon the Work, and may remove therefrom all machinery, tools and equipment, and all materials on the Project site that have not been included in payments to the Contractor and have not been wrought into the Work. Thereupon, the Observer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the Contract Documents), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of the Contract Documents. The Observer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the County and all other sums that may be retained by the County under the terms of the Agreement and the Contract Documents and the Observer shall certify same to the County who shall pay to the Contractor on or before thirty (30) days after the date of the Observer's certification.

8. Subcontractors

8.01 Award of Subcontracts for Portions of the Work

Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the contract, shall furnish to the Observer, in writing for acceptance by the County, a list of the names of the Subcontractors proposed for the principal portions of the Work. The Observer shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

8.02 Subcontractual Relations

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

(1) preserve and protect the rights of the County, the Observer, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
(2) require that such work be performed in accordance with the requirements of the Contract Documents;
(3) require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
(4) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
(5) obligate each subcontractor specifically to consent to the provisions of this section.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Observer before the Subcontractor shall be allowed to commence work.

8.03 Payments to Subcontractors

The Contractor shall pay each Subcontractor, upon receipt of payment from the County, an amount directly based upon the value of the Work performed and allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its subcontractors.

If the Observer fails to approve a payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor, on demand made at any time after the Certificate for Payment should otherwise have been issued, for its work to the extent completed, less the retained percentage, if any.

The Observer may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

Neither the County, the Observer nor the Engineer shall have any obligation to pay or to see to the payment of any monies to such Subcontractor except as may otherwise be required.

9. Protection of Persons and Property

9.01 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

9.02 Safety of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

(1) all employees on the Work and all other persons who may be affected thereby:
(2) all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
(3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety

and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

All blasting, including methods of storing and handling explosives and highly inflammable materials, shall conform to federal, state, local laws and ordinances.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

(1) The Contractor shall furnish the County with a Certificate of Blasting Insurance in the amount of $300,000.00 for each contract, at least twenty-four (24) hours prior to using explosives. A blasting permit must be obtained from the appropriate jurisdictions at least five (5) days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
(2) The following public utility companies and departments will be notified by the Contractor, on every occasion, at least twenty-four (24) hours prior to the use of explosives: Water and Wastewater, Electric, Gas, Telephone and the County Engineering Department.
(3) Explosive materials to be used shall be limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineering Department.
(4) During blasting, all reasonable precautions shall be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover shall be used when required by the Observer, the permit, or by safe blasting practices.
(5) All explosives shall be stored in accordance with all applicable laws and codes.
(6) The Engineer or its representative shall have the right to limit the use of explosives and/or blasting methods which in its opinion are dangerous to the public or nearby property of any kind.
(7) The Contractor, at its expense, shall promptly repair or replace all items known to be damaged as a result of blasting. All claims of damage shall be investigated by the County or by consulting firms approved by the County.
(8) The Contractor shall maintain accurate records throughout the blasting operations showing the type explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast and initials of the Observer. The Contractor is fully responsible for all claims resulting from its blasting operation.

All damage or loss to any property referred to in this article caused, in whole or in part, by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be

remedied by the Contractor, except damage or loss attributable solely to faulty drawings or specifications or solely to the acts or omissions of the County its agents, employees, or representatives or anyone employed by either of them, and not attributable in any degree to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

9.03 Location and Protection of Utilities

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

10. Termination

10.01 Termination by the County for Cause

Conditions for termination are as follows:

(A) Without prejudice to any other legal or equitable right or remedy which it would otherwise possess hereunder or as a matter of law, the County shall be entitled, by giving Contractor five (5) days prior written notice, to terminate the Agreement in its entirety at any time:

(1) If the Contractor becomes insolvent, voluntarily files for bankruptcy, is the subject of an involuntary petition for bankruptcy commenced by its creditors, makes a general assignment for the benefit of creditors or becomes the subject of any other proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of Contractor shall be appointed; or

(3) If Contractor:

(a) Shall fail to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; and shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County; or

(4) If Contractor:

(a) Shall commit a default under any of the terms, provisions, conditions, or covenants contained in the Contract Documents; and

(b) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County.

(B) In the event of County's termination for cause, Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the County may have against Contractor under other provisions of the Contract Documents or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

(C) If the Agreement is terminated for cause, the County shall have the right, but shall not be obligated, to complete the Work itself or by others; and to this end, the County shall be entitled to take possession of and use such equipment and materials as may be on the Project site, and to exercise all rights, options, and privileges of Contractor under its subcontracts, purchase orders, or otherwise; and Contractor shall promptly assign such rights, options and privileges to the County. If the County elects to complete the Work itself or by others, pursuant to the foregoing, the Contractor will reimburse the County for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by Contractor which fails to meet contract requirements.

Nothing contained in the preceding sections shall require the County to pay for any of the Work which is unsatisfactory, as determined by the Observer or which is not submitted in compliance with the terms of the Contract Documents. The County shall not be required to make any payments to Contractor when Contractor is in default under the Contract Documents.

This Article shall not constitute a waiver of any right, at law or at equity, which the County may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of the terms and conditions of the Contract Documents.

10.02 Termination for Convenience

In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Agreement for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Agreement for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

10.03 Obligations of Contractor Following Termination

After receipt of a notice of termination, whether such termination be for cause or convenience, Contractor shall, in good faith and to the best of its ability, do all things necessary to assure the efficient proper closeout of the terminated work (including the protection of County property). Among other things, the Contractor shall, except as otherwise directed or approved by the County:

(1) Stop the Work on the date and to the extent specified in the notice of termination.
(2) Place no further orders for subcontracts for services, equipment or materials, except as may be necessary for completion of such portion of the Work as is not terminated.
(3) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
(4) Assign to the County, in the manner and to the extent directed by it, all right title, and interest of Contractor under the orders or subcontracts so terminated; in which case, the County shall have the right to settle or pay any or all claims arising out of such termination of such orders and/or subcontracts.
(5) With the approval of the County, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts.
(6) Deliver to the County, all documents, property, plans, field surveys, maps, cross sections and other data, designs and work related to the Project, which shall become the property of the County upon termination. The delivery of such items shall be made in a reasonably organized form, without restriction on future use. Should the County subsequently contract with a new contractor for continuation of services on the Project subject of the Contract Documents, Contractor shall cooperate in providing information to the County and the new contractor.

11. Inspection and Audit

Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

(a) Contractor compliance with the Contract Documents,
(b) compliance with County's business ethics policies,
(c) compliance by other contractors or subcontractors with contracts with County or Contractor, and
(d) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this section.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section.

WAGE RATES

Contractor must pay all workers not less than the prevailing wage rate for Williamson County, Texas.

General Decision Number: TX180016 01/05/2018 TX16

Superseded General Decision Number: TX20170016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher)for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	

Structures.....$ 12.87

LABORER
Asphalt Raker.....$ 12.12
Flagger.....$ 9.45
Laborer, Common.....$ 10.50
Laborer, Utility.....$ 12.27
Pipelayer.....$ 12.79
Work Zone Barricade Servicer.....$ 11.85

PAINTER (Structures).....$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....$ 12.69
Asphalt Distributor.....$ 15.55
Asphalt Paving Machine.....$ 14.36
Boom Truck.....$ 18.36
Broom or Sweeper.....$ 11.04
Concrete Pavement Finishing Machine.....$ 15.48
Crane, Hydraulic 80 tons or less.....$ 18.36
Crane, Lattice Boom 80 tons or less.....$ 15.87
Crane, Lattice Boom over 80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling Locator.....$ 11.67
Directional Drilling Operator.....$ 17.24
Excavator 50,000 lbs or Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck Mounted.....$ 16.93
Front End Loader, 3 CY or Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

WILLIAMSON COUNTY
1848

September 26, 2018

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd – Bid #1808-256

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Joe Bland Construction) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Joe Bland Construction - $420,608.60
2. Patin Construction, LLC - $453,002.65
3. Aaron Concrete Contractors, LP - $453,173.80
4. Smith Contracting - $460,434.40
5. Austin Engineering Co, Inc - $530,569.17
6. Rogers Construction Co, LTD - $558,091.80

The Contractor's low base bid is $39,958.60 above the Engineer's Estimate, a cost increase of 9.5%.

In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $420,608.60 and the previous quality of work done for Williamson County, I recommend to the Williamson County Commissioner's Court that they award Joe Bland Construction the contract for the Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Williamson County Department of Infrastructure
Bid #1808-256 - Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd
Bid Tabulation
September 25, 2018

BID COMPARISON						
Bidder	**Bid Amount**	**Rank**	**Difference from Engineer's Estimate ($)**	**Difference from Engineer's Estimate (%)**	**Difference from Low Bid ($)**	**Difference from Low Bid (%)**
Joe Bland Construction	$420,608.60	1	$39,958.60	9.5%	-	-
Patin Construction, LLC	$453,002.65	2	$72,352.65	16.0%	$32,394.05	7.7%
Aaron Concrete Contractors, LP	$453,173.80	3	$72,523.80	16.0%	$32,565.20	7.7%
Smith Contracting	$460,434.40	4	$79,784.40	17.3%	$39,825.80	9.5%
Austin Engineering Co, Inc	$530,569.17	5	$149,919.17	28.3%	$109,960.57	26.1%
Rogers Construction Co, LTD	$558,091.80	6	$177,441.80	31.8%	$137,483.20	32.7%

Williamson County Department of Infrastructure
Bid #1808-256 - Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd
Bid Tabulation
September 25, 2018

					Engineer's Estimate		Joe Bland Construction		Patin Construction, LLC		Aaron Concrete Contractors. LP		Smith Contracting		Austin Engineering Co, Inc		Rogers Construction Co, LTD	
ITEM	NO	DESCRIPTION	UNITS	QTY	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
100	6002	PREPARING ROW	STA	17	$ 1,000.00	$ 17,000.00	$ 500.00	$ 8,500.00	$ 650.00	$ 11,050.00	$ 1,500.00	$ 25,500.00	$ 2,000.00	$ 34,000.00	$ 2,750.00	$ 46,750.00	$ 770.00	$ 13,090.00
104	6026	REMOVING CONC (GUTTER)	LF	60	$ 25.00	$ 1,500.00	$ 9.00	$ 540.00	$ 10.00	$ 600.00	$ 12.00	$ 720.00	$ 10.00	$ 600.00	$ 35.00	$ 2,100.00	$ 17.00	$ 1,020.00
110	6001	EXCAVATION (ROADWAY)	CY	700	$ 20.00	$ 14,000.00	$ 15.00	$ 10,500.00	$ 49.00	$ 34,300.00	$ 50.00	$ 35,000.00	$ 30.00	$ 21,000.00	$ 50.00	$ 35,000.00	$ 30.00	$ 21,000.00
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985	$ 2.00	$ 15,970.00	$ 4.00	$ 31,940.00	$ 1.35	$ 10,779.75	$ 1.40	$ 11,179.00	$ 1.50	$ 11,977.50	$ 4.00	$ 31,940.00	$ 2.75	$ 21,958.75
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985	$ 0.50	$ 3,992.50	$ 0.22	$ 1,756.70	$ 1.00	$ 7,985.00	$ 0.70	$ 5,589.50	$ 0.70	$ 5,589.50	$ 2.00	$ 15,970.00	$ 1.10	$ 8,783.50
166	6001	FERTILIZER	AC	2	$ 600.00	$ 1,200.00	$ 494.00	$ 988.00	$ 500.00	$ 1,000.00	$ 1,400.00	$ 2,800.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 1,100.00	$ 2,200.00
168	6001	VEGETATIVE WATERING	MG	142	$ 30.00	$ 4,260.00	$ 48.00	$ 6,816.00	$ 100.00	$ 14,200.00	$ 39.00	$ 5,538.00	$ 25.00	$ 3,550.00	$ 30.00	$ 4,260.00	$ 76.00	$ 10,792.00
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725	$ 25.00	$ 68,125.00	$ 24.00	$ 65,400.00	$ 31.00	$ 84,475.00	$ 35.00	$ 95,375.00	$ 25.00	$ 68,125.00	$ 32.00	$ 87,200.00	$ 54.00	$ 147,150.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91	$ 100.00	$ 9,100.00	$ 99.00	$ 9,009.00	$ 102.00	$ 9,282.00	$ 95.00	$ 8,645.00	$ 190.00	$ 17,290.00	$ 102.00	$ 9,282.00	$ 238.00	$ 21,658.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662	$ 4.00	$ 14,648.00	$ 4.10	$ 15,014.20	$ 4.20	$ 15,380.40	$ 4.00	$ 14,648.00	$ 4.35	$ 15,929.70	$ 4.20	$ 15,380.40	$ 6.20	$ 22,704.40
341	6008	D - GR HMA TY - B PG64 - 22	TON	295	$ 70.00	$ 20,650.00	$ 99.00	$ 29,205.00	$ 102.00	$ 30,090.00	$ 95.00	$ 28,025.00	$ 104.00	$ 30,680.00	$ 102.00	$ 30,090.00	$ 106.00	$ 31,270.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266	$ 80.00	$ 101,280.00	$ 102.00	$ 129,132.00	$ 105.00	$ 132,930.00	$ 97.00	$ 122,802.00	$ 117.00	$ 148,122.00	$ 105.00	$ 132,930.00	$ 113.00	$ 143,058.00
354	6045	PLANE ASPH CONC PAV (2")	SY	8190	$ 4.00	$ 32,760.00	$ 2.00	$ 16,380.00	$ 2.10	$ 17,199.00	$ 2.00	$ 16,380.00	$ 3.00	$ 24,570.00	$ 2.20	$ 18,018.00	$ 4.60	$ 37,674.00
500	6001	MOBILIZATION	LS	1	$ 34,606.00	$ 34,606.00	$ 40,710.00	$ 40,710.00	$ 22,500.00	$ 22,500.00	$ 40,000.00	$ 40,000.00	$ 30,000.00	$ 30,000.00	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5	$ 3,000.00	$ 4,500.00	$ 12,000.00	$ 18,000.00	$ 3,100.00	$ 4,650.00	$ 550.00	$ 825.00	$ 3,000.00	$ 4,500.00	$ 7,500.00	$ 11,250.00	$ 5,000.00	$ 7,500.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320	$ 30.00	$ 9,600.00	$ 23.00	$ 7,360.00	$ 25.00	$ 8,000.00	$ 30.00	$ 9,600.00	$ 29.00	$ 9,280.00	$ 25.00	$ 8,000.00	$ 30.00	$ 9,600.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320	$ 10.00	$ 3,200.00	$ 7.60	$ 2,432.00	$ 20.00	$ 6,400.00	$ 12.00	$ 3,840.00	$ 11.00	$ 3,520.00	$ 15.00	$ 4,800.00	$ 15.00	$ 4,800.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810	$ 4.00	$ 7,240.00	$ 2.10	$ 3,801.00	$ 2.00	$ 3,620.00	$ 2.80	$ 5,068.00	$ 2.95	$ 5,339.50	$ 3.00	$ 5,430.00	$ 3.00	$ 5,430.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810	$ 2.00	$ 3,620.00	$ 0.25	$ 452.50	$ 1.00	$ 1,810.00	$ 0.60	$ 1,086.00	$ 0.55	$ 995.50	$ 1.00	$ 1,810.00	$ 0.75	$ 1,357.50
529	6038	CONC CURB (RIBBON)	LF	60	$ 50.00	$ 3,000.00	$ 28.00	$ 1,680.00	$ 20.00	$ 1,200.00	$ 26.00	$ 1,560.00	$ 20.00	$ 1,200.00	$ 100.00	$ 6,000.00	$ 28.00	$ 1,680.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63	$ 1.00	$ 63.00	$ 5.70	$ 359.10	$ 3.60	$ 226.80	$ 0.80	$ 50.40	$ 6.00	$ 378.00	$ 50.00	$ 3,150.00	$ 2.00	$ 126.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280	$ 1.00	$ 280.00	$ 5.70	$ 1,596.00	$ 3.60	$ 1,008.00	$ 1.70	$ 476.00	$ 5.75	$ 1,610.00	$ 50.00	$ 14,000.00	$ 3.00	$ 840.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625	$ 0.70	$ 437.50	$ 0.90	$ 562.50	$ 3.00	$ 1,875.00	$ 0.80	$ 500.00	$ 0.85	$ 531.25	$ 2.80	$ 1,750.00	$ 3.05	$ 1,906.25
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28	$ 5.00	$ 140.00	$ 6.10	$ 170.80	$ 11.70	$ 327.60	$ 5.80	$ 162.40	$ 6.00	$ 168.00	$ 7.57	$ 211.96	$ 12.00	$ 336.00
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	$ 100.00	$ 300.00	$ 157.00	$ 471.00	$ 270.00	$ 810.00	$ 150.00	$ 450.00	$ 160.00	$ 480.00	$ 138.00	$ 414.00	$ 275.00	$ 825.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3	$ 120.00	$ 360.00	$ 175.00	$ 525.00	$ 330.00	$ 990.00	$ 167.00	$ 501.00	$ 180.00	$ 540.00	$ 152.00	$ 456.00	$ 340.00	$ 1,020.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615	$ 4.00	$ 2,460.00	$ 6.10	$ 3,751.50	$ 11.70	$ 7,195.50	$ 6.00	$ 3,690.00	$ 5.75	$ 3,536.25	$ 7.57	$ 4,655.55	$ 12.00	$ 7,380.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235	$ 0.10	$ 323.50	$ 0.29	$ 938.15	$ 0.60	$ 1,941.00	$ 0.30	$ 970.50	$ 0.28	$ 905.80	$ 0.35	$ 1,132.25	$ 0.60	$ 1,941.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625	$ 0.20	$ 125.00	$ 0.58	$ 362.50	$ 1.20	$ 750.00	$ 0.50	$ 312.50	$ 0.58	$ 362.50	$ 0.85	$ 531.25	$ 1.25	$ 781.25
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	$ 2.50	$ 70.00	$ 3.10	$ 86.80	$ 8.40	$ 235.20	$ 3.00	$ 84.00	$ 3.15	$ 88.20	$ 2.62	$ 73.36	$ 8.55	$ 239.40
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	$ 45.00	$ 135.00	$ 87.20	$ 261.60	$ 120.00	$ 360.00	$ 84.00	$ 252.00	$ 90.00	$ 270.00	$ 76.00	$ 228.00	$ 1.25	$ 3.75
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3	$ 55.00	$ 165.00	$ 122.00	$ 366.00	$ 150.00	$ 450.00	$ 117.00	$ 351.00	$ 125.00	$ 375.00	$ 84.00	$ 252.00	$ 1.55	$ 4.65
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565	$ 0.10	$ 556.50	$ 0.30	$ 1,669.50	$ 0.60	$ 3,339.00	$ 0.30	$ 1,669.50	$ 0.28	$ 1,558.20	$ 0.33	$ 1,836.45	$ 0.60	$ 3,339.00
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615	$ 2.00	$ 1,230.00	$ 3.75	$ 2,306.25	$ 8.40	$ 5,166.00	$ 3.60	$ 2,214.00	$ 4.00	$ 2,460.00	$ 2.65	$ 1,629.75	$ 8.55	$ 5,258.25
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235	$ 0.30	$ 970.50	$ 0.67	$ 2,167.45	$ 0.90	$ 2,911.50	$ 0.65	$ 2,102.75	$ 0.67	$ 2,167.45	$ 1.05	$ 3,396.75	$ 0.95	$ 3,073.25
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565	$ 0.30	$ 1,669.50	$ 0.67	$ 3,728.55	$ 0.90	$ 5,008.50	$ 0.65	$ 3,617.25	$ 0.67	$ 3,728.55	$ 1.05	$ 5,843.25	$ 0.95	$ 5,286.75
672	6007	REFL PAV MRKR TY I-C	EA	38	$ 3.50	$ 133.00	$ 5.25	$ 199.50	$ 9.30	$ 353.40	$ 5.00	$ 190.00	$ 6.75	$ 256.50	$ 6.50	$ 247.00	$ 9.45	$ 359.10
672	6009	REFL PAV MRKR TY II-A-A	EA	280	$ 3.50	$ 980.00	$ 5.25	$ 1,470.00	$ 9.30	$ 2,604.00	$ 5.00	$ 1,400.00	$ 6.25	$ 1,750.00	$ 5.54	$ 1,551.20	$ 9.45	$ 2,646.00
PROJECT TOTAL						$ 380,650.00		$ 420,608.60		$ 453,002.65		$ 453,173.80		$ 460,434.40		$ 530,569.17		$ 558,091.80

Bid Tabulation Packet
for
Solicitation 1808-256

Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

Bid Designation: Public

Williamson County, Texas

Bid #1808-256 - Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

Creation Date **Aug 29, 2018** End Date **Sep 25, 2018 2:00:00 PM CDT**

Start Date **Sep 4, 2018 1:36:57 PM CDT** Awarded Date **Not Yet Awarded**

1808-256--01-01 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Joe Bland Construction	First Offer - $420,608.60	1 / each	$420,608.60	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Patin Construction LLC	First Offer - $453,002.65	1 / each	$453,002.65	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Aaron Concrete Contractors, LP.	First Offer - $453,173.80	1 / each	$453,173.80		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
smith contracting	First Offer - $460,434.40	1 / each	$460,434.40		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Austin Engineering Co, Inc	First Offer - $530,569.17	1 / each	$530,569.17	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Rogers Construction Company LTD	First Offer - $558,091.80	1 / each	$558,091.80		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

1808-256--01-02 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aaron Concrete Contractors, LP.	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Austin Engineering Co, Inc	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Patin Construction LLC	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
smith contracting	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Joe Bland Construction	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Rogers Construction Company LTD	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Joe Bland Construction $420,608.60 (2/2 items)

Bid Contact **andrew batten** Address **13111 Dessau Rd**

abatten@joeblandconstruction.com **Ph 512-821-**2808	**Austin, TX 78754**	
Agency Notes:	**Supplier Notes:**	**Head Attch:**

f Patin Construction LLC	$453,002.65 (2/2 items)	
Bid Contact **Tim Patin** **tim@patincon.com** **Ph 512-269-**1071	Address **3800 West 2nd Street** **Taylor, TX 76574**	
Agency Notes:	**Supplier Notes:**	**Head Attch:**

f Aaron Concrete Contractors, LP.	$453,173.80 (2/2 items)	
Bid Contact **Dale Detten** **dale@aaronconcrete.com** **Ph 512-926-**7326	Address **4108 Nixon Lane** **Austin, TX 78725**	
Bid Bond (Status: Authorized on Sep 25, 2018)		
Agency Notes:	**Supplier Notes:**	**Head Attch:**

f smith contracting	$460,434.40 (2/2 items)	
Bid Contact **Hardin Camp II** **Hasmith923@gmail.com** **Ph 512-990-**7640	Address **15308 ginger** **austin, TX 78728**	
Agency Notes:	**Supplier Notes:**	**Head Attch:**

f Austin Engineering Co, Inc	$530,569.17 (2/2 items)	
Bid Contact **Susan Goss** **kvogt@aecoi.net** **Ph 512-327-**1464 **Fax 512-327-1765**	Address **Austin, TX 78734**	
Bid Notes **Bid Bond is attached**		
Agency Notes:	**Supplier Notes:** Bid Bond is attached	**Head Attch:**

f Rogers Construction Company LTD	$558,091.80 (2/2 items)	
Bid Contact **Jose Rubio** **jose@rogersconstruction.net** **Ph 512-930-**1155	Address **GEORGETOWN, TX 78626**	
Agency Notes:	**Supplier Notes:**	**Head Attch:**

**

Joe Bland Construction

Bid Contact **andrew batten**
abatten@joeblandconstruction.com
Ph 512-821-2808

Address **13111 Dessau Rd**
Austin, TX 78754

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1808-256--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -** $420,608.60	1 / each	**$420,608.60**	**Y**	**Y**
1808-256--01-02	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each			**Y**

Supplier Total **$420,608.60**

Joe Bland Construction

Item: **Total Bid Price**

Attachments

Ronald Reagan Bid Bond.pdf

Ronald_Reagan-Santa_Rita_Blvd_Widening_Bid_Form 1.xls

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Williamson County, Tx as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd., Project No. 1808-256.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 25th day of September, 2018.

Joe Bland Construction, LP
(Principal)

BY: _____

TITLE: Joe Bland
President, Bland, Inc.
General Partner

SureTec Insurance Company

BY: _____
David S. Ballew, Attorney-in-Fact

Williamson County, Texas

BidSync

1808-256

POA #: 4221356

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million Dollars and 00/100 ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2020 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 9th day of May , A.D. 2017 .

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 9th day of May , A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of September , 2018 , A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Williamson County, Texas

BidSync

9/25/2018

1808-256

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Williamson County, Texas

BidSync

9/25/2018

Bid Form
Ronald Reagan Turn Lanes Widening at Santa Rita Blvd
Williamson County

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
100	6002	PREPARING ROW	STA	17	$ 500.00	$ 8,500.00
104	6026	REMOVING CONC (GUTTER)	LF	60	$ 9.00	$ 540.00
110	6001	EXCAVATION (ROADWAY)	CY	700	$ 15.00	$ 10,500.00
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985	$ 4.00	$ 31,940.00
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985	$ 0.22	$ 1,756.70
166	6001	FERTILIZER	AC	2	$ 494.00	$ 988.00
168	6001	VEGETATIVE WATERING	MG	142	$ 48.00	$ 6,816.00
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725	$ 24.00	$ 65,400.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91	$ 99.00	$ 9,009.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662	$ 4.10	$ 15,014.20
341	6008	D - GR HMA TY - B PG64 - 22	TON	295	$ 99.00	$ 29,205.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266	$ 102.00	$ 129,132.00
354	6045	PLANE ASPH CONC PAV (2")	SY	8190	$ 2.00	$ 16,380.00
500	6001	MOBILIZATION	LS	1	$ 40,710.00	$ 40,710.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5	$ 12,000.00	$ 18,000.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320	$ 23.00	$ 7,360.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320	$ 7.60	$ 2,432.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810	$ 2.10	$ 3,801.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810	$ 0.25	$ 452.50
529	6038	CONC CURB (RIBBON)	LF	60	$ 28.00	$ 1,680.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63	$ 5.70	$ 359.10
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280	$ 5.70	$ 1,596.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625	$ 0.90	$ 562.50
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28	$ 6.10	$ 170.80
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	$ 157.00	$ 471.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3	$ 175.00	$ 525.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615	$ 6.10	$ 3,751.50
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235	$ 0.29	$ 938.15
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625	$ 0.58	$ 362.50
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	$ 3.10	$ 86.80
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	$ 87.20	$ 261.60
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3	$ 122.00	$ 366.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565	$ 0.30	$ 1,669.50
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615	$ 3.75	$ 2,306.25
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235	$ 0.67	$ 2,167.45
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565	$ 0.67	$ 3,728.55
672	6007	REFL PAV MRKR TY I-C	EA	38	$ 5.25	$ 199.50
672	6009	REFL PAV MRKR TY II-A-A	EA	280	$ 5.25	$ 1,470.00

PROJECT TOTAL	$ 420,608.60

Supplier: **Joe Bland Construction**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Joe Bland Construction**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **Bee Cave Retail Lot 4, LLC**
Location: **Austin, Tx**

Contact Name: **Kurt Adkins**
Title: **Project Manager**

Phone: **713-805-4861**
E-mail **kadkins@summitoftexas.com**

Contract Date To: **4-1-18**
Contract Date From: **2-23-18**
Contract Value: $ **$210,352**

Scope of Work:
grading, base, paving, erosion control

Reference 2

Client Name: **City of Georgetown**
Location: **Georgetown, Tx**

Contact Name: **Trae Sutton**
Title: **PM/Engineer**

Phone:
E-mail **TSutton@kpaengineers.com**

Contract Date To: **6-1-18**
Contract Date From: **5-1-18**
Contract Value: $ **$200,000**

Scope of Work:
milling, paving, base, erosion control, concrete curb

Reference 3

Client Name:
Parmer Lane Extension Ph. 2B

Location:
US 290 and SH 130

Contact Name:
Pete Dwyer

Title:

Phone:
512-327-7415

E-mail

Contract Date To:
August 2016

Contract Date From:
April 2014

Contract Value: $
$8,015,205.00

Scope of Work:
new roadway, county work, lime, drainage, paving, base

Supplier: **Joe Bland Construction**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.** **Joe Bland Construction, L.P**	
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.**

(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Joe Bland Construction, L.P	**9-25-18**
Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Supplier: **Joe Bland Construction**

DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Joe Bland Construction, L.P
Name of Firm

Signature of Certifying Official Title of Certifying Official

Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the **25**day of **September**, 20**18**, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Joe Bland Construction**

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.**

Joe Bland Construction, L.P

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 **9-25-18** Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Joe Bland Construction**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Joe Bland Construction, L.P**
Address of Bidder:	**13111 Dessau Rd**
Email:	**abatten@joeblandconstruction.com**
Telephone:	**5128212808**
Printed Name of Person Submitting Affidavit:	**Andrew Batten**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for **Joe Bland Construction, L.P**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Joe Bland Construction, L.P**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the **25**day of **September**, 20**18**.

Notary Public in and for

The State of **Texas**

The County of **Travis**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Joe Bland Construction**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Patin Construction LLC

Bid Contact **Tim Patin**
tim@patincon.com
Ph 512-269-1071

Address **3800 West 2nd Street**
Taylor, TX 76574

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1808-256--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -** $453,002.65	1 / each	**$453,002.65**	**Y**	**Y**
1808-256--01-02	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each			**Y**

Supplier Total **$453,002.65**

Patin Construction LLC

Item: **Total Bid Price**

Attachments

BID BOND.pdf

Ronald_Reagan-Santa_Rita_Blvd_Widening_Bid_Form.xls

BID BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

KNOW ALL BY THESE PRESENTS: That we Patin Construction, LLC, called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the Surety, are held and firmly bound unto WILCO Road and Bridge, 3151 SE Inner Loop, Suite B., Georgetown, TX 78626, called the Obligee, in the sum of Five PERCENT OF THE AMOUNT BID (5%), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Ronald Reagan Blvd. Improvements at Santa Rita Blvd. ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid within the greater of 60 days from submission of the bid or the time specified in the bid documents, or within such time period as may be agreed by the Obligee and Principal, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and in such event the Obligee shall obtain the Surety's consent for an extension beyond ninety (90) days.

Signed this 25th day of September, 2018.

PRINCIPAL

Patin Construction, LLC

_____

, Title President

ARGONAUT INSURANCE COMPANY

_____

Kenneth Nitsche , Attorney-in-Fact

AS-0130834

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Violet Frosch, Gary Nitsche, Kenneth Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS Notary Public, State of Texas Comm. Expires 07-15-2021 Notary ID 557902-8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 25th day of September , 2018

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

James Bluzard , Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

Bid Form
Ronald Reagan Turn Lanes Widening at Santa Rita Blvd
Williamson County

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
100	6002	PREPARING ROW	STA	17	$ 650.00	$ 11,050.00
104	6026	REMOVING CONC (GUTTER)	LF	60	$ 10.00	$ 600.00
110	6001	EXCAVATION (ROADWAY)	CY	700	$ 49.00	$ 34,300.00
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985	$ 1.35	$ 10,779.75
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985	$ 1.00	$ 7,985.00
166	6001	FERTILIZER	AC	2	$ 500.00	$ 1,000.00
168	6001	VEGETATIVE WATERING	MG	142	$ 100.00	$ 14,200.00
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725	$ 31.00	$ 84,475.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91	$ 102.00	$ 9,282.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662	$ 4.20	$ 15,380.40
341	6008	D - GR HMA TY - B PG64 - 22	TON	295	$ 102.00	$ 30,090.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266	$ 105.00	$ 132,930.00
354	6045	PLANE ASPH CONC PAV (2")	SY	8190	$ 2.10	$ 17,199.00
500	6001	MOBILIZATION	LS	1	$22,500.00	$ 22,500.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5	$ 3,100.00	$ 4,650.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320	$ 25.00	$ 8,000.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320	$ 20.00	$ 6,400.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810	$ 2.00	$ 3,620.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810	$ 1.00	$ 1,810.00
529	6038	CONC CURB (RIBBON)	LF	60	$ 20.00	$ 1,200.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63	$ 3.60	$ 226.80
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280	$ 3.60	$ 1,008.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625	$ 3.00	$ 1,875.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28	$ 11.70	$ 327.60
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	$ 270.00	$ 810.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3	$ 330.00	$ 990.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615	$ 11.70	$ 7,195.50
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235	$ 0.60	$ 1,941.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625	$ 1.20	$ 750.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	$ 8.40	$ 235.20
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	$ 120.00	$ 360.00
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3	$ 150.00	$ 450.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565	$ 0.60	$ 3,339.00
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615	$ 8.40	$ 5,166.00
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235	$ 0.90	$ 2,911.50
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565	$ 0.90	$ 5,008.50
672	6007	REFL PAV MRKR TY I-C	EA	38	$ 9.30	$ 353.40
672	6009	REFL PAV MRKR TY II-A-A	EA	280	$ 9.30	$ 2,604.00
PROJECT TOTAL						**$ 453,002.65**

Supplier: **Patin Construction LLC**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Patin Construction LLC**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **City of Round Rock, Texas**
Location: **Round Rock**

Contact Name: **Todd Keltgen**
Title: **City Project Manager**

Phone: **(512) 218-5555**
E-mail **toddk@roundrocktexas.gov**

Contract Date To: **Jan 2013**
Contract Date From: **Jan 2014**
Contract Value: $ **4,190,000**

Scope of Work:
San Saba and West Liberty
Project Description - Streetscape, Electrical Conduct, Water, Sewer, Storm Sewer, New Streets, Concrete.

Reference 2

Client Name: **City of Georgetown**
Location: **Georgetown**

Contact Name: **Joel Weaver**
Title: **Project Manager**

Phone: **(512) 931-7698**
E-mail **joel.weaver@georgetown.org**

Contract Date To: **September 2014**
Contract Date From: **Sept 2015**
Contract Value: $ **784,000**

Scope of Work:
Project â 9th Street Reconstruction
Project Description â Streetscape, Electrical Conduit, Drainage, Sewer, Water Pipe, Roadways, Landscaping and Lighting.

Reference 3

Client Name: **City of Pflugerville**

Location: **Pflugerville**

Contact Name: **Dan Franz**

Title: **City Engineer**

Phone: **(512) 990-6341**

E-mail

Contract Date To: **June 2013**

Contract Date From: **January 2014**

Contract Value: $ **2,500,000**

Scope of Work:
Project â Colorado Sands Drive
Project Description â New Road including Storm Sewer, Water, Sanitary Sewer, Paving, Concrete Curb & Gutter, Sidewalks, Site Lighting.

Supplier: **Patin Construction LLC**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Patin Construction LLC**
2	☑	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**None**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**None**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:**
7	**Tim Patin** — Signature of person doing business with the governmental entity **09/25/2018** — Date
	Signature not required if completing in BIDSYNC electronically.

Supplier: **Patin Construction LLC**

DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Patin Construction LLC
Name of Firm

Tim Patin **President**
Signature of Certifying Official Title of Certifying Official

Tim H Patin **5/18/17**
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by **Tim Patin**

on this the **25th** day of **Sepember**, 20**18**, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: **timpatin**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Patin Construction LLC**

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.**

Patin Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.**

None

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.**
None

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;

Tim Patin — Signature of vendor doing business with the governmental entity

09/25/18 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Patin Construction LLC**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Patin Construction LLC**
Address of Bidder:	**3800 West 2nd Street**
Email:	**tim@patincon.com**
Telephone:	**5122964588**
Printed Name of Person Submitting Affidavit:	**Tim Patin**
Signature of Person Submitting Affidavit:	**Tim Patin**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Tim H Patin**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tim H Patin**, (*Name of Signer*) am a duly authorized officer of/agent for **Patin Construction LLC**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Patin Construction LLC**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Tim H Patin**
on this the **25**day of **September**, 20**18**.

Tim Patin
Notary Public in and for

The State of **TX**

The County of **Williamson**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Patin Construction LLC**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Aaron Concrete Contractors, LP.

Bid Contact **Dale Detten**
dale@aaronconcrete.com
Ph 512-926-7326

Address **4108 Nixon Lane**
Austin, TX 78725

Bid Bond (Status: Authorized on Sep 25, 2018)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1808-256--01-01	Total Bid Price	**Supplier Product Code:** **First Offer -**	$453,173.80	1 / each	**$453,173.80**		**Y**
1808-256--01-02	Please attach all documents to this line	**Supplier Product Code:** **First Offer -**		1 / each		**Y**	**Y**
					Supplier Total	**$453,173.80**	

Bid Bond from Surety2000

Aaron Concrete Contractors, LP

Surety	Surety2000
Bid Bond Number	STX18649327
Bond Type	0001
Bond Form	Texas Department of Transportation Bid Bond Form
Bid Date	9/25/2018
Bid ID	1808-256
Security Percent	5%
Job Description	Ronald Reagan Blvd Turn Lanes @ Santa Rita Blvd

Agency ID	A01095315
Name	The Nitsche Group
Address	143 E Austin, Giddings, Texas 78942, United States
Phone	979-540-2225
Contact Name	Jennifer Biehle
Bond Status	
Execution Date	9/21/2018 11:59:48 AM
Executed By	Robert James Nitsche 143 E Austin, Giddings, Texas 78942, United States 979-540-2225

Contractor ID	
Name	Aaron Concrete Contractors, LP
Contractor Tax ID	74-2375316
Assigned Contractor ID	5460455342
Address	PO Box 27107, Austin, Texas 78755, United States
Phone	512-926-7326

Name	Williamson County
Address	901 South Austin Ave, Georgetown, Texas 78626, United States

Surety ID	SD02099937
Name	Liberty Mutual Fire Insurance Company
NAIC Number	23035
State of Incorporation	Wisconsin

Contact	
Address	175 Berkeley Street, Boston, Massachusetts 02117, United States
Phone	
Terror Rider	http://legacy.surety2000.com/Riders/SD02099937-ComplianceFinancialstatement.pdf

Aaron Concrete Contractors, LP.

Item: **Please attach all documents to this line**

Attachments

Ronald_Reagan-Santa_Rita_Blvd_Widening_Bid_Form-AaronConcrete.xls

Bid Form
Ronald Reagan Turn Lanes Widening at Santa Rita Blvd
Williamson County

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
100	6002	PREPARING ROW	STA	17.00	$ 1,500.00	$ 25,500.00
104	6026	REMOVING CONC (GUTTER)	LF	60.00	$ 12.00	$ 720.00
110	6001	EXCAVATION (ROADWAY)	CY	700.00	$ 50.00	$ 35,000.00
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7,985.00	$ 1.40	$ 11,179.00
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7,985.00	$ 0.70	$ 5,589.50
166	6001	FERTILIZER	AC	2.00	$ 1,400.00	$ 2,800.00
168	6001	VEGETATIVE WATERING	MG	142.00	$ 39.00	$ 5,538.00
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2,725.00	$ 35.00	$ 95,375.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91.00	$ 95.00	$ 8,645.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3,662.00	$ 4.00	$ 14,648.00
341	6008	D - GR HMA TY - B PG64 - 22	TON	295.00	$ 95.00	$ 28,025.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	1,266.00	$ 97.00	$ 122,802.00
354	6045	PLANE ASPH CONC PAV (2")	SY	8,190.00	$ 2.00	$ 16,380.00
500	6001	MOBILIZATION	LS	1.00	$ 40,000.00	$ 40,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.50	$ 550.00	$ 825.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320.00	$ 30.00	$ 9,600.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320.00	$ 12.00	$ 3,840.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1,810.00	$ 2.80	$ 5,068.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1,810.00	$ 0.60	$ 1,086.00
529	6038	CONC CURB (RIBBON)	LF	60.00	$ 26.00	$ 1,560.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63.00	$ 0.80	$ 50.40
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280.00	$ 1.70	$ 476.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625.00	$ 0.80	$ 500.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28.00	$ 5.80	$ 162.40
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3.00	$ 150.00	$ 450.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3.00	$ 167.00	$ 501.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615.00	$ 6.00	$ 3,690.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3,235.00	$ 0.30	$ 970.50
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625.00	$ 0.50	$ 312.50
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28.00	$ 3.00	$ 84.00
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3.00	$ 84.00	$ 252.00
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3.00	$ 117.00	$ 351.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5,565.00	$ 0.30	$ 1,669.50
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615.00	$ 3.60	$ 2,214.00
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3,235.00	$ 0.65	$ 2,102.75
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5,565.00	$ 0.65	$ 3,617.25
672	6007	REFL PAV MRKR TY I-C	EA	38.00	$ 5.00	$ 190.00
672	6009	REFL PAV MRKR TY II-A-A	EA	280.00	$ 5.00	$ 1,400.00
PROJECT TOTAL						$ 453,173.80

Supplier: **Aaron Concrete Contractors, LP.**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Aaron Concrete Contractors, LP.**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **Williamson Co. CR-138**

Location:

Contact Name: **Clayton Webber**

Title: **Project Manager**

Phone: **512-744-9082**

E-mail **Clayton Weber <cweber@HNTB.com>**

Contract Date To: **10-24-2014**

Contract Date From: **04-24-15**

Contract Value: $ **2684687.08**

Scope of Work:
Road Reconstruction, Paving, Misc Concrete & Water/Storm Work

Reference 2

Client Name: **TXDOT IH-35 Ramp Reversal**

Location:

Contact Name: **Jason Caveness**

Title: **Project Manager**

Phone: **512-762-4314**

E-mail **Jason Cavness <Jason.Cavness@txdot.gov>**

Contract Date To: **02-17-14**

Contract Date From: **04-27-15**

Contract Value: $ **2691709**

Scope of Work:
Rdwy Excavation & Embankment, Storm Sewer, Misc. Concrete & HMAC

Reference 3

Client Name: Location:
TXDOT RM-2222 @ McNeil

Contact Name: Title:
Jason Caveness Project Manager

Phone: E-mail
512-762-4314 Jason Cavness <Jason.Cavness@txdot.gov>

Contract Date To: Contract Date From: Contract Value: $
06-22-15 02-25-16 1180665

Scope of Work:
Rdway Right & Left Turnlane, Rdwy Excavation, Misc. Concrete, HMAC & Traffic Signal

Supplier: **Aaron Concrete Contractors, LP.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.** **Aaron Concrete Contractors, LP**	
2	☑	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.** **No Relationship**	
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.** **No Relationship**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **No Local Officer** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **No Relationship**
7	**Aaron Cabaza** — Signature of person doing business with the governmental entity **dale@aaronconcrete.com** — Date Signature not required if completing in BIDSYNC electronically.

Supplier: **Aaron Concrete Contractors, LP.**

DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Aaron Concrete Contractors, LP
Name of Firm

Aaron Cabaza **General Partner**
Signature of Certifying Official Title of Certifying Official

Aaron Cabaza **09-25-18**
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the **25**day of **September**, 20**18**, on behalf of said Firm.

Sandra Lindsey
Notary Public in and for the State of Texas

My commission expires: **dale@aaronconcrete.com**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Aaron Concrete Contractors, LP.**

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.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.**

N/A

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.**

N/A

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;

Aaron Cabaza
Signature of vendor doing business with the governmental entity

dale@aaronconcrete.com
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Aaron Concrete Contractors, LP.**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Aaron Concrete Contractors, LP**
Address of Bidder:	**P.O. Box 27107**
Email:	**dale@aaronconcrete.com**
Telephone:	**512-926-7326 Ext 307**
Printed Name of Person Submitting Affidavit:	**Aaron Cabaza**
Signature of Person Submitting Affidavit:	**Aaron Cabaza**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Aaron Cabaza**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Aaron Cabaza**, (*Name of Signer*) am a duly authorized officer of/agent for **Aaron Concrete Contractors LP**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Aaron Concrete Contractors LP**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Sandra Lindsey**
on this the **9**day of **may**, 20**18**.

Sandra Lindsey
Notary Public in and for

The State of **Texas**

The County of **Travis**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Aaron Concrete Contractors, LP.**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

smith contracting

Bid Contact **Hardin Camp II**
Hasmith923@gmail.com
Ph 512-990-7640

Address **15308 ginger**
austin, TX 78728

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1808-256--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -** $460,434.40	1 / each	**$460,434.40**		**Y**
1808-256--01-02	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**

Supplier Total **$460,434.40**

smith contracting

Item: **Please attach all documents to this line**

Attachments

Transmittal Letter.docx

Bid Bond.pdf

Ronald Reagan-Turn in Bid.xls

Form 1295 - Ronald Reagan.pdf

SMITH
CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

September 25, 2018

Primary contact: Travis Ragland, President

MA Smith Contracting Co., Inc.

15308 Ginger St

Austin, Tx 78728

512-990-7640 Phone

512-990-7855 Fax

Email Contact: travisragland@smithcontinc.com

Fed Tax ID: 74-2732663

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Smith Contracting Co., Inc.

of Austin, TX

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Williamson County, Texas Purchasing Deartment, 901 South Austin Ave., Georgetown, TX 78626

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bid #1808-256-Ronald Reagan Blvd. Turn Lanes Widening at Santa Rita Blvd.

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 25th day of September , 2018 .

M Roberts
Witness

Smith Contracting Co., Inc. (Seal)
Principal
Pres.
Title

Canellia Doss
Canellia Doss Witness

Liberty Mutual Insurance Company
By
Kenneth Nitsche Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8045772

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson; Violet Frosch; Kenneth Nitsche; Robert James Nitsche; Robert K. Nitsche; Craig Parker; Nina Smith

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2018.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bid Form
Ronald Reagan Turn Lanes Widening at Santa Rita Blvd
Williamson County

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
100	6002	PREPARING ROW	STA	17	$ 2,000.00	$ 34,000.00
104	6026	REMOVING CONC (GUTTER)	LF	60	$ 10.00	$ 600.00
110	6001	EXCAVATION (ROADWAY)	CY	700	$ 30.00	$ 21,000.00
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985	$ 1.50	$ 11,977.50
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985	$ 0.70	$ 5,589.50
166	6001	FERTILIZER	AC	2	$ 1,500.00	$ 3,000.00
168	6001	VEGETATIVE WATERING	MG	142	$ 25.00	$ 3,550.00
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725	$ 25.00	$ 68,125.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91	$ 190.00	$ 17,290.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662	$ 4.35	$ 15,929.70
341	6008	D - GR HMA TY - B PG64 - 22	TON	295	$ 104.00	$ 30,680.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266	$ 117.00	$148,122.00
354	6045	PLANE ASPH CONC PAV (2")	SY	8190	$ 3.00	$ 24,570.00
500	6001	MOBILIZATION	LS	1	$30,000.00	$ 30,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5	$ 3,000.00	$ 4,500.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320	$ 29.00	$ 9,280.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320	$ 11.00	$ 3,520.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810	$ 2.95	$ 5,339.50
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810	$ 0.55	$ 995.50
529	6038	CONC CURB (RIBBON)	LF	60	$ 20.00	$ 1,200.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63	$ 6.00	$ 378.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280	$ 5.75	$ 1,610.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625	$ 0.85	$ 531.25
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28	$ 6.00	$ 168.00
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	$ 160.00	$ 480.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3	$ 180.00	$ 540.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615	$ 5.75	$ 3,536.25
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235	$ 0.28	$ 905.80
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625	$ 0.58	$ 362.50
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	$ 3.15	$ 88.20
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	$ 90.00	$ 270.00
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3	$ 125.00	$ 375.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565	$ 0.28	$ 1,558.20
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615	$ 4.00	$ 2,460.00
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235	$ 0.67	$ 2,167.45
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565	$ 0.67	$ 3,728.55
672	6007	REFL PAV MRKR TY I-C	EA	38	$ 6.75	$ 256.50
672	6009	REFL PAV MRKR TY II-A-A	EA	280	$ 6.25	$ 1,750.00
PROJECT TOTAL						$460,434.40

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-407879

Date Filed:
09/25/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MA Smith Contracting Co., Inc.
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, Texas Purchasing Dept

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.

Bid # 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

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 Travis Layland, and my date of birth is 8.1.83.

My address is 15308 Ginger St. (street), Austin (city), TX (state), 78728 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 25 day of September (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.6711

Supplier: **smith contracting**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **smith contracting**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **City of Cedar Park**
Location: **Cedar Park, TX**

Contact Name: **Alan Green**
Title: **City Engineer**

Phone: **512-401-5000**
E-mail

Contract Date To: **Jan 2016**
Contract Date From: **JUNE 2015**
Contract Value: $ **2,203,499.56**

Scope of Work:
road and bridge widening, intersection improvement and all associated

Reference 2

Client Name: **Williamson County**
Location: **Libery Hill**

Contact Name: **Williamson County Purchasing**
Title: **purchasing dept**

Phone: **512-943-3553**
E-mail

Contract Date To: **07/31/14**
Contract Date From: **05/06/14**
Contract Value: $ **532,242.89**

Scope of Work:
Street reconstruction; curb and gutter; striping

Reference 3

Client Name: Location:
City of Round Rock Round Rock, TX

Contact Name: Title:
Bill Stablein Project Manager

Phone: E-mail
512-218-3237

Contract Date To: Contract Date From: Contract Value: $
11/21/13 06/17/13 1,662,439.17

Scope of Work:
Road rehabilitation; storm drainage lines; extensive concrete to include curb, gutters and driveways.

Supplier: **smith contracting**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.** **MA Smith Contracting Co., Inc**	
2	☑	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.** **none**	
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.** **none**	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☑ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **none** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **none**

7	**Travis Ragland**	**09/25/18**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **smith contracting**

DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

MA Smith Contracting Co Inc
Name of Firm

Travis Ragland **President**
Signature of Certifying Official Title of Certifying Official

Travis Ragland **09/25/2018**
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by **Travis Ragland**

on this the **25**day of **September**, 20**18**, on behalf of said Firm.

Misty Roberts
Notary Public in and for the State of Texas

My commission expires: **01/23/2022**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **smith contracting**

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.**

MA Smith Contracting Co Inc

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.**

None

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;

Travis Ragland — Signature of vendor doing business with the governmental entity

09/25/2018 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **smith contracting**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**MA Smith Contracting Co Inc**
Address of Bidder:	**15308 Ginger St, Austin, TX 78728**
Email:	**travisragland@smithcontinc.com**
Telephone:	**512-990-7640**
Printed Name of Person Submitting Affidavit:	**Travis Ragland**
Signature of Person Submitting Affidavit:	**Travis Ragland**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Travis Ragland**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Travis Ragland**, (*Name of Signer*) am a duly authorized officer of/agent for **MA Smith Contracting Co., Inc.** (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **MA Smith Contracting Co., Inc**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Travis Ragland**
on this the **25**day of **September**, 20**2018**.

Misty Roberts
Notary Public in and for

The State of **Texas**

The County of **Travis**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **smith contracting**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Austin Engineering Co, Inc

Bid Contact **Susan Goss**
kvogt@aecoi.net
Ph 512-327-1464
Fax 512-327-1765

Address **Austin, TX 78734**

Bid Notes **Bid Bond is attached**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1808-256--01-01	Total Bid Price	**Supplier Product Code:** **First Offer -**	$530,569.17	1 / each	**$530,569.17**	**Y**	**Y**
1808-256--01-02	Please attach all documents to this line	**Supplier Product Code:** **First Offer -**		1 / each		**Y**	**Y**

Supplier Total **$530,569.17**

Austin Engineering Co, Inc

Item: **Total Bid Price**

Attachments

Bid Form.pdf

Bid Form
Ronald Reagan Turn Lanes Widening at Santa Rita Blvd
Williamson County

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
100	6002	PREPARING ROW	STA	17	2,750.00	46,750.00
104	6026	REMOVING CONC (GUTTER)	LF	60	35.00	2,100.00
110	6001	EXCAVATION (ROADWAY)	CY	700	50.00	35,000.00
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985	4.00	31,940.00
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985	2.00	15,970.00
166	6001	FERTILIZER	AC	2	1,500.00	3,000.00
168	6001	VEGETATIVE WATERING	MG	142	30.00	4,260.00
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725	32.00	87,200.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91	102.00	9,282.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662	4.20	15,380.40
341	6008	D - GR HMA TY - B PG64 - 22	TON	295	102.00	30,090.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266	105.00	132,930.00
354	6045	PLANE ASPH CONC PAV (2")	SY	8190	2.20	18,018.00
500	6001	MOBILIZATION	LS	1	20,000.00	20,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5	7,500.00	11,250.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320	25.00	8,000.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320	15.00	4,800.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810	3.00	5,430.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810	1.00	1,810.00
529	6038	CONC CURB (RIBBON)	LF	60	100.00	6,000.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63	50.00	3,150.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280	50.00	14,000.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625	2.80	1,750.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28	7.57	211.96
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	138.00	414.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3	152.00	456.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615	7.57	4,655.55
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235	0.35	1,132.25
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625	0.85	531.25
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	2.62	73.36
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	76.00	228.00
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3	84.00	252.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565	0.33	1,836.45
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615	2.65	1,629.75
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235	1.05	3,396.75
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565	1.05	5,843.25
672	6007	REFL PAV MRKR TY I-C	EA	38	6.50	247.00
672	6009	REFL PAV MRKR TY II-A-A	EA	280	5.54	1,551.20
PROJECT TOTAL						530,569.17

Austin Engineering Co, Inc

Item: **Please attach all documents to this line**

Attachments
Bid Affidavit.pdf
Bid Bond.pdf
Bidder References.pdf
CIQ.pdf
Corporate Resolution.pdf
Debarment and Licensing Certification.pdf
Form 1295.pdf
Letter of Transmittal.pdf
Subcontractor Agreement.pdf
Quals.pdf

Supplier Response Form

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	Austin Engineering Co., Inc.
Address of Bidder:	P.O. Box 342349 Austin Texas 78734
Email:	kvogt@aecoi.net
Telephone:	512-327-1464
Printed Name of Person Submitting Affidavit:	Travis W. Keller
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	

	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☑	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared TRAVIS W. KELLER (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, TRAVIS W. KELLER, (*Name of Signer*) am a duly authorized officer of/agent for AUSTIN ENGINEERING CO., INC. (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said AUSTIN ENGINEERING CO., INC. (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named TRAVIS W. KELLER

on this the 25TH day of SEPTEMBER, 20 18.

Angela Walton

Notary Public in and for

The State of TEXAS

The County of TRAVIS

ANGELA F. WALTON
Notary Public, State of Texas
My Commission Expires
November 17, 2019

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **kvogt@aecoi.net**

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Austin Engineering Co., Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Williamson County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Ronald Reagan Blvd. Turn Lanes Widening at Santa Rita Blvd. Project No. 1805-256.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 25th day of September, 2018.

Austin Engineering Co., Inc.
(Principal)

BY: _____

TITLE: Vice President Travis W. Keller

SureTec Insurance Company

BY: David S. Ballew
David S. Ballew, Attorney-in-Fact

R Ronald Blvd Bid Bond Rev 1.1.06

POA #: 4221356

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million Dollars and 00/100 ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2020 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 9th day of May , A.D. 2017 .

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 9th day of May , A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of September, 2018, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Rev 1.1.06

Supplier Response Form

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Carlson, Brigance & Doering, Inc.

Location: Austin Texas

Contact Name: Charles Brigance, P.E.

Title: Engineer

Phone: 512-280-5160

E-mail:

Contract Date To: 2017

Contract Date From: 2018

Contract Value: $ $742,625.20

Scope of Work: Lakeway Highlands Phase 3, Section 1 - Sudvd. Utilities & Paving Dry Utilities

Reference 2

Client Name: KB Homes Lonestar, Inc.

Location: Austin Texas

Contact Name: David Garza

Title:

Phone: 512-651-8064

E-mail:

Contract Date To: 2017

Contract Date From: 2018

Contract Value: $ 4,776,354.00

Scope of Work: Timmerman Ranch - Subdivision Utilities & Paving Dry Utilities

Reference 3

Client Name:	Location:
TRE & Associates	Austin Texas

Contact Name:	Title:
Marc Dickey	Project Manager

Phone:	E-mail
512-358-4049	

Contract Date To:	Contract Date From:	Contract Value: $
2013	2013	$739,525.00

Scope of Work:

Knollwood of the Colorado - Streets & Utilities Improvements

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **kvogt@aecoi.net**
Password *

Save Take Exception Close

* Required fields

Supplier Response Form

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NOT APPLICABLE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.**

NOT APPLICABLE

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.**

NOT APPLICABLE

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

09/05/2018
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Austin Engineering Co., Inc.
constructors and engineers
p.o. box 342349 austin, texas 78734-2349
(512) 327-1464 fax (512) 327-1765

CORPORATE RESOLUTION

I, Susan Crim, Secretary of Austin Engineering Co., Inc., a corporation organized and existing under the laws of the State of Texas, (the Corporation") certify that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of the Corporation, which took place on the 25th day of June, 2018 at which a quorum was present and voting.

RESOLVED, that the following officer of the Corporation (listed below)
Travis W. Keller, Vice President,

Is fully authorized to make, execute and deliver under the corporate seal and on behalf of the Corporation, any and all written instruments and their signatures to such documents shall be binding upon the Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of the Corporation, this 25th day of September, 2018.

Susan Crim, Secretary

Supplier Response Form

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
TRAVIS §
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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

AUSTIN ENGINEERING CO., INC.
Name of Firm

Signature of Certifying Official

VICE PRESIDENT
Title of Certifying Official

TRAVIS W. KELLER
Printed Name of Certifying Official

9/25/18
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by TRAVIS W. KELLER

on this the 25TH day of SEPTEMBER, 20 18, on behalf of said Firm.

ANGELA F. WALTON
Notary Public, State of Texas
My Commission Expires
November 17, 2019

Notary Public in and for the State of Texas

My commission expires: 11/17/19

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **kvogt@aecoi.net**
Password [ ] *

Save Take Exception Close

* Required fields

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

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
NOT APPLICABLE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
NOT APPLICABLE

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 goods or services to be provided under the contract.**
NOT APPLICABLE

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 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ANGELA F. WALTON
Notary Public, State of Texas
My Commission Expires
November 17, 2019
AFFIX NOTARY STAMP / SEAL ABOVE

TRAVIS W. KELLER, VICE PRESIDENT
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said TRAVIS W. KELLER, this the 25TH day of SEPTEMBER, 20 18, to certify which, witness my hand and seal of office.

Angela F. Walton ANGELA F. WALTON NOTARY PUBLIC
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

aeco

LETTER OF TRANSMITTAL

Austin Engineering Co., Inc.

Constructors and Engineers
P. O. Box 342349
Austin, Texas 78734-2349
(512) 327-1464
(512) 327-1765 – FAX

Date: September 25, 2018

Bid Name: Ronald Reagan Blvd Turn Lanes Widening at Santa Rita
Bid Number: 1808-256

RE: Competitive Bid Proposal

From: Karen Vogt

Attached is the competitive bid for Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Bvd.

Submitted By:	AUSTIN ENGINEERING CO., INC.
Principal Office	P.O. BOX 342349 AUSTIN, TEXAS 78734
Type of Business Entity:	CORPORATION
Date of Incorporation:	8/31/1979
State of Incorporation:	TEXAS
President's Name:	KERRY A. KELLER
Vice President's Name(s):	PAUL W. KELLER, TRAVIS W. KELLER, GLENDON L. BARROW
Secretary's Name:	SUSAN CRIM
Treasurer's Name:	KYLE RIDDLE
Name and Location Main Offices for RFCSP:	AUSTIN ENGINEERING CO., INC. 3317 RANCH ROAD 620 N AUSTIN, TEXAS 78734
Contractual Matter for RFCSP:	AUSTIN ENGINEERING CO., INC. 3317 RANCH ROAD 620 N AUSTIN, TEXAS 78734 ANGELA WALTON (P) 512-327-1464 (F) 512-327-1765
Federal Employer Identification Number:	74-2057958

Proposal pricing shall be valid for 365 days. Austin Engineering shall furnish all labor, superintendence, machinery, equipment and all materials necessary to complete the project per the proposal.

The undersigned is an authorized agent of Austin Engineering Co, Inc. and hereby confirms that the foregoing information on the Transmittal Letter and Proposal are true, complete and correct.

TRAVIS W. KELLER, VICE PRESIDENT SEPTEMBER 25, 2018

SUBCONTRACTOR AGREEMENT

Listed below are the names of the subcontractors and to what extent they will be used if awarded this contract. I am fully aware that before this bid proposal will be taken under consideration for possible contract awarding or before any contract will be prepared, the subcontractor(s) listed below must be approved in writing by the OWNER. No other subcontractor may be substituted after this list is submitted, before they may be used on this job, without prior written consent by the OWNER. Should the OWNER find any of the proposed subcontractors to be objectionable, the CONTRACTOR and the OWNER shall arrive at a mutually agreeable substitute prior to commencing work. The subletting of any portion of the work shall not release the CONTRACTOR from his obligations regarding that portion of the work and shall be considered his total responsibility.

Name of Subcontractor/Supplier	What Extent Used
Greater Austin Development	Concrete Structures
Matoka, Inc.	Erosion Control
Lone Star Paving	H.M.A.C. (where applicable)

CONTRACTOR: AUSTIN ENGINEERING CO., INC.

BY: _____

TITLE: TRAVIS W. KELLER, VICE PRESDIENT

BIDDERS STATEMENT OF QUALIFICATION

Preliminary Qualification Statements

This project is located in an environmentally sensitive watershed. Due to this circumstance, the Owner requires that certain criteria be met by each Contractor interested in submitting a bid for this work. The Contractor must be able to answer "Yes" to each of the questions below to be eligible to bid on this project. If you cannot answer "Yes" to the first three questions and "No" to the last question, your bid will not be opened or considered.

Preliminary Qualification Statements	**Answer Yes or No**
My Company has successfully completed at least eight projects similar in cost and scope to this project in the last five years.	YES
My Company has bonding capacity is at least $5,000,000.	YES
My Company been in business for a minimum of five years	YES
My Company has never been found in default of any contract or had a bond revoked.	NO

Required Supporting and Background Information

Please complete the following information in support of your qualification statements and regarding your Company's history and background. Please note that all questions must be answered in the format provided and that a notarized signature is required at the end of the form. Upon request, this document can be provided electronically to assist in your submittal preparation.

Bidder Qualifications:

A prospective Bidder must, at a minimum, have been in business for five (5) or more years constructing similar types of projects, and shall have the ability to carry one's own bonds. Completion of the Statement does not necessarily qualify a prospective Bidder; however, failure to complete and submit the Statement may disqualify a Bidder from consideration of contract award. After receipt of bids, each Bidder requested to do so must, within five (5) days, furnish complete information pertaining to its financial conditions and any other evidence deemed necessary to show the Bidder's ability to perform satisfactorily the work on which it has bid, and within the designated time.

The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its rights, title, or interest therein without the approval of the District and the District's Engineer. The Contractor must perform, with its own organization and with the assistance of workmen under its immediate superintendence, work of a value not less than 75 percent of the value of all work embraced in the contract, exclusive of items not commonly found in contracts or similar work, or which require highly specialized knowledge, craftsmanship and/or equipment not ordinarily available in the organization of Contractors performing work of the character embraced in the contract.

The following, without limitation, are some of the causes considered sufficient for the disqualification of a bidder and the rejection of the bid:

A. More than one bid for the same work from an individual, firm, partnership, or corporation.

B. Evidence of collusion among Bidders.

C. Poor performance in the execution of work under previous contracts, whether for the District or others.

D. Failure to achieve reasonable progress on existing contracts.

E. Default on previous contracts or failure to execute Contract Documents after award.

F. If sworn discovery in pending litigation discloses misconduct or willful refusal by the Contractor to comply with the Contract or instructions of the District's Engineer.

G. A pattern of contract lawsuits claiming damages or additional compensation within the past four years.

H. Evidence of failure to pay subcontractors, suppliers, vendors, or employees.

I. Failure to furnish complete information or providing false information on the Statement of Bidder's Qualifications.

J. Failure to meet the minimum requirements as listed in the Bidder Qualifications.

K. Failure to comply with these INSTRUCTIONS TO BIDDERS.

STATEMENT OF BIDDER'S QUALIFICATIONS

Bidder must submit this Statement of Qualifications to the District at the time and place of bid opening. All questions must be answered and the data given must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information.

1. Submitted By: AUSTIN ENGINEERING CO., INC.

2. Principal office, address and telephone number:

   P.O. BOX 342349, AUSTIN, TEXAS 78734 (512) 327-1464

3. How many years has your organization been in business as a contractor? 39 YEARS

4. How many years has your organization been in business under its present name?
   39 YEARS

5. If your organization is a corporation, answer the following:
   Date of incorporation: 8/31/1979
   State of incorporation: TEXAS
   President's name: KERRY A. KELLER
   Vice President's name(s): PAUL W. KELLER, TRAVIS W. KELLER, GLENDON L. BARROW, PAUL A. KELLER
   Secretary's Name: SUSAN CRIM
   Treasurer's Name: KYLE RIDDLE
   Other Officers:

6. If your organization is a partnership, answer the following:
   Date of organization:
   Type of partnership (if applicable):
   Name(s) of general partners(s):

7. If your organization is individually owned, answer the following:
   Date of organization:
   Name of Owner:

8. Has your organization ever failed to complete any work awarded to it? NO
If yes, submit details explaining fully the contract and circumstances.

Has your firm ever been awarded a bonus for early completion of work?
YES . If yes, give details of job and incentives.

9. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO.
If yes, attach details.

10. Has your organization ever filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO.
If yes, attach details.

SEE ATTACHED AECO ADDITIONAL QUALIFICATION INFORMATION

11. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? NO. If the answer is yes, please attach details.

12. Has your firm ever been assessed liquidated damages on any project? NO

Provide explanation of contract, circumstances and manner addressed by your company.

13. On a separate sheet, list the major contracts your organization has completed in the past two years, giving the name of the project, owner, engineer, contract amount, date of completion and percentage of work performed by your organization. ***SEE ATTACHED AECO ADDITIONAL QUALIFICATION INFORMATION***

14. On a separate sheet, list the major contracts your organization has in progress, giving the name of the project, owner, engineer, contract amount, percent complete, start date and scheduled completion date. ***SEE ATTACHED AECO ADDITIONAL QUALIFICATION INFORMATION***

15. State the average annual dollar amount of work performed during the last five years.
~40M.

16. Attach statements of background and experience of the principle members of your organization, including the officers and the person who may be the superintendent for this contract. ***SEE ATTACHED AECO ADDITIONAL QUALIFICATION INFORMATION***

17. Identify recent projects similar in type and size to this contract. List the names and phone numbers of references for each if not previously noted above.

SEE ATTACHED AECO ADDITIONAL QUALIFICATION INFORMATION

18. Attach a list of equipment available for this contract. ***SEE ATTACHED***

19. Bonding Capacity: $10M SINGLE / $20M AGGREGATE

Name of bonding company: SURETEC INSURANCE AGENCY

Name, address and telephone number of agent: DAVID BALLEW

BALLEW SURETY AGENCY, 3802 MANCHACA ROAD, AUSTIN, TEXAS 78704

(512) 454-9500

20. Attach copies of Certificates of Good Standing from the Secretary of State's Office for the company, corporation or entity. ***SEE ATTACHED AECO ADDITIONAL QUALIFICATION INFORMATION***

The undersigned hereby confirms that the foregoing statements are true, complete and correct and authorizes and requests any person, firm or corporation to furnish any information requested by **the District and/or Owner**, its engineer or their agents, collectively, in verification of the representations contained in this Statement of Bidder's Qualifications.

Dated this 25TH day of SEPTEMBER , 20 18

Contractor AUSTIN ENGINEERING COMPANY, INC.
By: TRAVIS W. KELLER
Title: VICE PRESIDENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TRAVIS W. KELLER, VICE PRESIDENT, being duly sworn, deposes and says that the answers to the foregoing questions and all statements therein contained are true and correct and sufficiently complete so as not to be misleading.

TRAVIS W. KELLER
Date: SEPTEMBER 25, 2018
Title: VICE PRESIDENT

Subscribed and sworn to before me this 25TH day of SEPTEMBER 2018 .

ANGELA F. WALTON
Notary Public, State of Texas
My Commission Expires
November 17, 2019

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

My Commission Expires: NOVEMBER 17, 2019

AECO Qualification Information

AECO PROJECTS

Austin Engineering Co., Inc.
Municipal Projects Listing

Project	Description	Owner	General Contractor/Engineer	Estimated Contract $	% Comp.	Completion/ Estimated Completion
Water Treatment Plant No. 4	S-301 Clarifiers 1 & 2 Const.	City of Austin 625 E. 10th St., Ste. 415 Austin, Texas 78701 (512) 972-0290	MWH Constructors 6800 Ranch Road 620 North Austin, Texas 78732	$ 6,679,316.00	100%	2013
Fort Hood 8001	Lift Station	Fort Hood	American Water Ops & Maint. 1025 Laurel Oak Road Voorhees, NJ 08043	$ 74,909.00	100%	2011
Fort Hood 6898	Water Pump Station Valve Replacement	Fort Hood	American Water Ops & Maint. 1025 Laurel Oak Road Voorhees, NJ 08043	$ 162,000.00	100%	2011
San Antonio Water Service	East Side Service Center Odor Control	San Antonio Water Service 2800 U.S. Highway 281 North Ste. 171 San Antonio, Texas 78712	San Antonio Water Service	$ 369,556.31	100%	2012
Water Treatment Plant No. 4	S-309 Chemical Package	City of Austin 625 E. 10th St., Ste. 415 Austin, Texas 78701 (512) 972-0290 William.stauber@ci.austin.tx.us	Harvey-Cleary Builders 8107 Springdale Rd, Ste. 105 Austin, Texas 78724 (512) 928-9300	$ 4,452,821.60	100%	2014
Southwest Water Co. Pump Station	Modulating Valve & Meter Assy Hornsby Bend Subdv.	Southwest Water Company 12535 Reed Road Sugarland, Texas 77478 (281) 207-5931	S.D. Kallman Engineers 1106 South Mays, Ste. 100 Round Rock, Texas 78664 (512) 218-4404	$ 161,750.00	100%	2011
Travis Co. MUD 4	WTP Sludge Handling Improvements	Travis Co. MUD #4 c/o Armbrust & Brown PLLC 100 Congress Ave, Ste 1300 Austin, Texas 78701	Murfee Engineering Co., Inc. 1101 Capital of Texas Highway So. Building D, Suite 110 Austin, Texas 78746 (512) 327-9204	$ 287,262.00	100%	2012

Austin Engineering Co., Inc.
Municipal Projects Listing

Project	Description	Owner	General Contractor/Engineer	Estimated Contract $	% Comp.	Completion/ Estimated Completion
Water Treatment Plant No. 4	S-203 Raw Water Pumps	City of Austin 625 E. 10th St., Ste. 415 Austin, Texas 78701 (512) 972-0290 William.stauber@ci.austin.tx.us	MWH Constructors 6800 Ranch Road 620 North Austin, Texas 78732	$ 7,103,468.00	100%	2015
Steiner Ranch Lift Station No. 3	Lift Station Improvements	Taylor Woodrow Communities 805 Las Cimas Parkway, Ste. 350 Austin, Texas 78746 (512) 532-2127	River City Engineering 3801 S. 1st Street Austin, Texas 78704 (512) 442-3008	$ 391,778.70	100%	2012
Midland Test Shop	Chem Bldg Construction	GE Oil & Gas 5500 S.E. 59th St. Oklahoma City, OK 73135 Mike Schornick (405) 671-2145	Carollo 8911 Capital of Texas Hwy, North Ste. 2200, Austin, Texas 78759 (512) 453-5383	$ 200,800.00	100%	2013
Water Treatment Plant No. 4	S-317 Duct Bank	City of Austin 625 E. 10th St., Ste. 415 Austin, Texas 78701 (512) 972-0290 William.stauber@ci.austin.tx.us	MWH Constructors 6800 Ranch Road 620 North Austin, Texas 78732	$ 2,060,372.00	100%	2014
Water Treatment Plant No. 4	S-319 Filter Backwash	City of Austin 625 E. 10th St., Ste. 415 Austin, Texas 78701 (512) 972-0290 William.stauber@ci.austin.tx.us	MWH Constructors 6800 Ranch Road 620 North Austin, Texas 78732	$ 1,303,336.00	100%	2015
City of Bertram, Texas	WWTP Expansion	City of Bertram, Texas Evan Milliorn, City Secretary P.O. Box 1604 Bertram, Texas 78605	Neptune Wilkinson Associates, Inc. 4010 Manchaca Road Austin, Texas 78704 John Bartle, P.E., (512) 462-3373	$ 530,585.70	100%	2014

Austin Engineering Co., Inc.
Municipal Projects Listing

Project	Description	Owner	General Contractor/Engineer	Estimated Contract $	% Comp.	Completion/ Estimated Completion
City of Mason WWTP Expansion	WWTP	City of Mason, Texas 124 Moody Street Mason, Texas 76856	Blackwell-Hinckley Environmental P.O. Box 1834 Mason, Texas 76856 Daniel Hinckley - (830) 220-2988	$ 912,320.00	100%	2014
City of Temple	WWTP 24" Reclaimed Effluent Pump Station Phase 1	City of Temple, Texas #2 N. Main, Ste. 308 Temple, Texas	Kasberg, Patrick & Associates, LP Temple, Texas (254) 773-3731	$ 1,246,000.00	100%	2015
Hickory Lift Station	Lift Station Improvements	City of Temple, Texas #2 N. Main, Ste. 308 Temple, Texas	S.D. Kallmann, L.P. 1106 South Mays, Ste. 101 Round Rock, Texas 78664 (512) 218-4404	$ 400,000.00	100%	2015
Pilot Knob Pumpover Lift Station	Lift Station Improvements	Pilot Knob M.U.D. c/o Jacobs Engineering 2705 Bee Cave Rd., Ste. 300 Austin, Texas 78746 Jason Roberts, P.E., (512) 314-3100	Jacobx Engineering, Inc. 2705 Bee Cave Road, Ste. 300 Austin, Texas 78746 Jason Roberts, P.E. (512) 314-3100	$ 885,000.00	100%	2015
Sonora Plub/Exxon Lift Station	Update & replacement of existing Lift Station	City of Sonora, Texas 201 East Main St. Sonora, Texas	Birkhoff, Hendricks & Carter, LLP 11910 Greenville Ave., Ste 600 Dallas, Texas 75243 Matthew Hickey, P.E.	$ 600,000.00	100%	2015
TxDOT Lubbock Co.	Pump Station Repair	Construction Division 200 East Riverside Dr. Austin, Texas 78704 Christopher J. Weber, P.E. (915) 790-4300	District Traffic Engineer 1350 Slaton Road Lubbock, Texas 79404 George J. Villarreal, PE (806) 748-4429	$ 2,141,840.00	100%	2015

Austin Engineering Co., Inc.
Municipal Projects Listing

Project	Description	Owner	General Contractor/Engineer	Estimated Contract $	% Comp.	Completion/ Estimated Completion
City of Alice WWTP	Plant Process Air Piping	City of Alice, Texas Alice Water Authority 500 East Main St. Alice, Texas 78232	Coym, Rehmet & Gutierrez Engineering 5656 S. Staples St., Ste. 230 Corpus Christi, Texas 78411 Joseph Rehmet (361) 991-8550	$ 184,000.00	100%	2016
City of Bartlett WWTP	Rehab of Existing Inlet/Outlet Structure-Sewer Improvements WWTP Rehalibilitation	City of Bartlett, Texas P.O. Box 103 Bartlett, Texas 76511 (254) 527-0196	Tabor & Associates, Inc. 1005 S. 18th St. Waco, Texas 76703 Johnny Tabor (254) 756-2118	$ 77,000.00	100%	2015-2016
Ergon Asphalt Plant	New Liquid Asphalt Storage Terminal Sitework	Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Dr., Ste. 2000 Jackson, Mississippi 39232 Keith Baalmann (314) 241-8500	Carlson, Brigance & Doering, Inc. 5501 W. William Cannon Austin, Texas 78749 Charles Brigance, P.E. (512) 280-5160	$ 2,977,570.00	100%	2015-2016
Del Rio Trains	Four (4) HF-48 Train Rebuilds Koch Del Rio Finish Out	City of Del Rio, Texas 109 W. Broadway Del Rio, Texas 78840	Koch Membrane Systems Michael Sawyer (978) 694-7220	$ 201,800.00	100%	2015
Del Rio Membrane Retrofit	Koch Membrane Retrofit System (11) Tranes	City of Del Rio, Texas 109 W. Broadway Del Rio, Texas 78840	Koch Membrane Systems Michael Sawyer (978) 694-7220 msawyer@kochmembrane.com	$ 554,957.04	100%	2014
Pearce Lane WWTP Expansion	Lift Station Improvements	Qualico CR, LP 7940 Shoal Creek Blvd, Ste 201 Austin, Texas 78757	Carlson, Brigance & Doering, Inc. 5501 W. William Cannon Austin, Texas 78749 Brett Pasquarella, P.E. (512) 280-5160	$ 4,150,000.00	100%	2016

Austin Engineering Co., Inc.
Municipal Projects Listing

Project	Description	Owner	General Contractor/Engineer	Estimated Contract $	% Comp.	Completion/ Estimated Completion
Stone Ridge Phase 9	Gas Improvement	Allen Keller Company P.O. Box 393 Fredericksburg. TX 78624 (830) 997-2118	Civil Engineering Consultants 11550 IH 10 West, Ste. 395 San Antonio, Texas 78230 (210) 641-9999	$ 100,569.00	100%	2016
City of Buda	Interim WTR Supply Improvements	City of Buda 121 Main Street Buda, Texas 78610 (512) 312-0084	K Friese & Associates, Inc. 1120 S. Capital of Texas Highway CityView 2, Suite 100 Austin, Texas 78746 (512) 338-1704	$ 434,000.00	100%	2016
Wallace St. Water Service	Water Services Reconnection	Dripping Springs Water Supply Corp 101 Hays Street, Ste 406 Dripping Springs, Texas 78620 Mark Key, President	Neptune Wilkinson Associates, Inc. 4010 Manchaca Road Austin, Texas 78734 Joel Wilkinson, P.E. (512) 462-3373	$ 118,955.00	100%	2016
Stener Ranch Lift Station	Lift Station Improvements	Travis County WC&ID No 17 3812 Eck Lane Austin, Texas 78734	River City Engineering 3801 S. First St Austin, Texas 78704 William Pena, P.E. (512) 442-3008	$ 344,000.00	100%	2016
Ergon Piers & Pads	Concrete Piers & Pads	Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive, Ste 2000 Jackson, MS 39232 Chad Stewart (601-933-3104	Engineers, Contractors, Fabricators 1909 West Gate Drive Columbia, IL 62236 (314) 241-8500	$ 765,975.00	100%	2016
Las Entradas Gas	Gas Main Extension	Las Entradas Development c/o Dwyer Realty Companies 9900 Hwy 290 East Manor, Texas 78653	ATMOS Energy Corporation	$ 148,643.50	100%	2016
Spillman Effluent Holding Pond Liner Replacement	Removal, Replacement of HDPE synthetic membrane liner	West Travis County PUA 12117 Bee Caves Road	The Wallace Group 200 West Highway 6, Ste 620	$ 1,082,000.00	100%	2016

Austin Engineering Co., Inc.
Municipal Projects Listing

Project	Description	Owner	General Contractor/Engineer	Estimated Contract $	% Comp.	Completion/ Estimated Completion
		Bee Cave, Texas 78738	Waco, Texas 76712			
Georgetown Transfer Station	Solid Waste Transfer Station Water Quality Pond	City of Georgetown, Texas 300 Industrial Avenue Georgetown, Texas 78626	Kasberg, Patrick & Associates, LP 1008 South Main Street Georgetown, Texas 78626 (512) 819-9478	$ 244,137.00	100%	2017
Carneros Ranch Water Line	12" Public Water Line	CT Partnership, LTD 7676 Woodway, Ste. 104 Houston, Texas 77063	CFS Civil Group	$ 48,247.00	100%	2017
Bohls 12" Gravity Effluent Line	Install 12" Gravity Effluent Line	West Travis Co. Public Utility Agency	Murfee Engineering Co., Inc. 1101 Capital of Texas Hwy. So. Building D, Ste. 110	$ 113,537.59	100%	2017
Sonora Love's Lift Station	Love's Infrastructure Lift Station	City of Sonora, Texas 201 E. Main Sonora, Texas 76950	Birkhoff, Hendricks & Carter, LLP	$ 790,254.00	80%	2018
Mustang Creek WWTP	WWTP 2017 Emergency Improvements	City of Taylor, TX 400 Porter St. Taylor, Texas 76574	Sledge Engineering LLC 481 Tucek Road Taylor, TX 76574	$ 730,000.00	60%	2018
Manor WW Collection System	Wastewater Collection System	City of Manor, Texas 105 E. Eggleston St. Manor, Texas 78653 (512) 272-5555	Jay Engineering Co, Inc P.O. Box 1220 Leander, Texas 78646 (512) 259-3882	$ 513,628.00	60%	2018
SAWS Lift Station Rehab Stage 4	Lift Station Rehabilitation	SAWS 2800 US Hwy 281 North San Antonio, Texas 78298	SAWS 2800 US Hwy 281 North San Antonio, Texas 78298	$ 3,166,000.00	10%	2018
Travis Co WCID #10 Pump Sta. 3	Pump Station No 3 Site Improvements	West Travis Co WCID #10 5450 Bee Cave Road, Ste 2-A Austin, Texas 78746	Dannenbaum Engineering Co 3409 Executive Center Dr, Ste 129 Austin, Texas 78701 (512) 345-8505	$ 729,305.28	60%	2018

Austin Engineering Co., Inc.
Municipal Projects Listing

Project	Description	Owner	General Contractor/Engineer	Estimated Contract $	% Comp.	Completion/ Estimated Completion
Brushy Creek Ph 5 Wastewater Line	8" Wastewater Line	City of Round Rock, Texas 2008 Enterprise Drive Round Rock, Texas 78644	Walker Partners 804 Las Cimas Pkwy, Ste 150 Austin, Texas 78746	$ 144,618.00	100%	2017
City of Holland 2016 Water System Imp	2016 Water System Improvements	City of Holland P.O. Box 157 Holland, Texas 76534	Jay Engineering Co, Inc P.O. Box 1220 Leander, Texas 78646 (512) 259-3882	$ 242,200.00	40%	2018
Jonathan Drive	Wastewater Improvements	City of Liberty Hill, TX P.O. Box 1920 Liberty Hill, TX	Steger-Bizzell 1978 South Austin Ave. Georgetown, Texas 78626	$ 130,625.00	12%	2018

BidSync

Williamson County, Texas

AECO EQUIPMENT LIST

AUSTIN ENGINEERING COMPANY, INC.
EQUIPMENT LIST

EQUIP #	DESCRIPTION	EQUIP #	DESCRIPTION	EQUIP #	DESCRIPTION
01166	FINN R120GN GOOSENECK TRL	01304	TAKEUCHI RT SKID STEER	01749	CRANE & UTILITY BED #1149
01152	2001 CARGO TRAILER	01300	T-800 TRENCHER	01774	HYDR WET KIT FOR PC200
01158	North American 6x10	01327	Terex RT665 65-ton rough	01761	60" F.B. BUCKET
01159	Load Max 26' Trailer	01401	CATAPILLAR 953D TRACK LDR	01762	24" COMPACTION WHEEL J/D
01160	20'x83" Heavy Duty Lowboy	01416	BUCKET (CAT 430)	01763	DC-24EX COMPACTYION WHEEL
01165	WYLIE WTR CANNON & TLR	01423	JUMPING JACK-WACKER	01765	HYDROAULIC HAMMER
01138	1984 F-800 FORD WTR TRK	01426	RAMMER (JUMPING JACK)	01777	AUTOMATIC LEVEL SAL
01143	1985 WILLIAMS MOD G6S TRL	01436	Blade 140 M	01781	TOOTHPRO KAMATSU BUCKET
01230	2001 FL80 FREIGHTLINER	01437	JD 700K CRAWLER DOZER	01784	CASE K500/K650 CUTOFF SAW
0123001	FUEL TANK REPLACEMENT	01438	KOMATSU PC138LC-11 HY EXC	01785	30" HDP BUCKET(PC300LC)
01232	2000 FORD F650 WATER TRK	01700	24" flat bottom bucket	0178801	WACKER 14" CUT-OFF SAW
01233	2000 FORD F650 WATER TRK	0170101	60" HENSLEY BUCKET (PC300	01789	LINCOLN CLASSIC 3 WELDER
01234	01PTRBLT-TRCTR/2DR635/W/W	017011	NPK HAMMER W/CHISEL TOOL	01790	MAGNETIC LOCATOR (MILLER)
01235	82 INTRL WATER TRUCK	017013	HAMMER REPAIR	0179001	VERIFIER UTILITY PKG.
01236	05 ENCLOSED STEEL TRAILER	01702	500 GAL.REMOTE FUEL TANK	01796	PC220 COMPACTION WHEEL
01218	1978 INTL DUMP TRUCK	0170201	Hopac 2300 for 06348	01797	PC220 COMPACTION WHEEL
01226	96 RANCO DUMP TRAILER	01718	24" ESCO HDP BUCKET/PC220	01798	PC220 COMPACTION WHEEL
01237	2006 FORD F650 WATER TRK	01721	PARTNER CUTOFF SAW(HOPPER	01799	PC220 COMPACTION WHEEL
01238	2007 Peterbilt 335	0172621	50/60 HEATER ASSM #1726	01800	30" ESCO HDP BUCKET
01239	2008 Peterbilt 388	01731	30"ESCO BUCKET(PC220)	01801	30" ESCO BUCKET
01240	Freightliner Tank Truck	0175801	73" GRAPPLE BUCKET	01806	Wet Kit for PC138 (7355)
01241	1981 GMC 5tn Trk	0176501	HYDRAULIC HAMMER	01807	1600 HOPAC for PC138
01242	2013 Peterbilt Dump	01704	1066 BUCKET USED	01808	Bucket for 6355
01243	2013 Peterbilt Dump	01713	6" GORMAN RUPP WATER PUMP	01809	Bucket for 6307
01244	2013 Peterbilt Dump	01716	AXI AUTO LEVEL	01818	WACKER PT3A 3" TRASH PUMP
01245	2013 Peterbilt Dump	01771	92 H12X HYD HAMMER	01824	Rammer #80BD5881 (07360)
01247	2015 Ford F-750 Water Trk	017711	HAMMER REPAIRS-WPI	01825	Vermeer RT-60 Mini Trench
01248	2016 MANAC END DUMP TRLR	01723	24" WAIN-ROY BUCKET	01828	Leica NA724 Auto Level
01249	1989 FORD WATER TRUCK	01726	FUSION UNIT PIPE WELDER	01829	VER-T-POL
01250	2006 Ford F-650 Water Trk	01772	30" BUCKET (PC300)	01830	PUMP 8" SUPER VAC ASSIST
01251	LEDWELL DELIVERY TRAILER	01729	820R4 TRENCH BOX	01831	Genie Electric Man Lift
01301	LM42 VERMEER TRENCHER	01730	820R4 TRENCH BOX	01836	STRIKER CH-230 HYDR BRKR
013011	LD6 30"BOOM LM42 ATTMNT	01773	ADCO BUCKET (KAMATSU 400)	01912	CASE SHREADER/AMBUSHER
013012	LBA6 BORING ATTACHMENT	01735	LANSAS AIR TEST CONTROL	01914	C30 BUCKET -(#6442)
013013	T800HT TRENCHER	01741	AMBUSHER SHREADER	01915	72" case uniloader bucket
01302	TAKEUCHI RT SKID STEER	01742	CASE D-125 BH ATTACHMENT	01916	72" (PC400LC) HD BUCKET
01303	TAKEUCHI RT SKID STEER	01744	20 KW GENERATOR DCA25	01920	MasterCraft Forklift

AECO RESUMES

aeco

Austin Engineering Co., Inc.
Constructors and Engineers
3317 Ranch Road 620 North, P. O. Box 342349
Austin, Texas 78734-2349
(512)327-1464; (512) 327-1765 FAX

EXPERIENCE OF PRINCIPAL INDIVIDUALS

Kerry A. Keller, President
- Bachelor of Business Administration – Business/Accounting – Southwest Texas State
- Bidding and Coordinating Utility and Street Construction

Paul W. (Buddy) Keller, Vice President
- Bachelor of Science – Engineering
- Registered Professional Engineer in Texas and Oklahoma
- Registered Land Surveyor in Texas

Travis W. Keller, Vice President
- Bachelor of Science – Civil Engineering – Texas Tech University
- Estimating, Bidding, Purchasing, Managing Projects

Glen Barrow, Vice President
- U. S. Marine Corps – 1964-1972 – Active Duty and Reserves
- Supervisor in installation of Water, Wastewater, Underground Electrical Conduit and Gas Pipelines, Street and Paving (both concrete and asphalt), Excavation, Construction of Lift Stations and Treatment Plants
- Served as General Superintendent of all Construction from 1986-2000
- Operational Manager for Safety Nat Wood, Project Manager
- Estimating, Bidding, Purchasing, Managing Projects
- Junior Superintendent of Utility and Earthmoving Construction
- Field Foreman

Paul Austin Keller, Vice President
- Bachelor of Science – Civil Engineering – Texas Tech University
- Estimating, Bidding, Purchasing, Managing Projects

John C. Fenley, Project Manager
- Bachelor of Business Administration – The University of Texas Austin
- Underground Utilities, Estimating, Bidding, Contract Negotiations, Managing Projects

aeco

Austin Engineering Co., Inc.
Constructors and Engineers
3317 Ranch Road 620 North, P. O. Box 342349
Austin, Texas 78734-2349
(512)327-1464; (512) 327-1765 FAX

PERSONNEL AND CREW

Wet Utilities: Water, Wastewater and Storm Drainage

- John Davidson, Foreman – 27 years proficiency in all types of wet utilities
- Joe Harris, Foreman – 21 years proficiency in all types of wet and dry utilities and street work
- Gabriel Rodriguez, Foreman – 5 years proficiency in all types of wet utilities

Dry Utilities: Underground Electric, Telecommunications and Gas

- Mark Harris, Superintendent – 11 years experience, proficient in telecommunications and all dry utilities
- Javier Espinosa, Foreman – 10 Years proficiency in dry utilities and gas (certified)
- Rigoberto Acuna, Foreman – 11 years proficiency in electric, dry utilities and gas (certified); supervises multiple projects
- Martin Lazo, Foreman – 25 years proficiency in dry utilities and telecommunications
- Jeremy Taylor, Foreman – 16 years proficiency in telecommunications
- Jose Jaimes, Foreman – 15 years proficiency in electric and gas (certified)
- Rodney Daily, Foreman – 7 years proficiency in all telecommunications, street work and plant work

Street Work: Excavation and Base

- Jess Barrow, Foreman – 15 years proficiency in all street work
- Miguel Martinez, Foreman – 10 years proficiency in all street work120
- Emmanuel Vasquez, Foreman – 25 years proficiency in all street work
- Javier Lopez, Foreman – 10 years proficiency in all street work
- Chanc Burkham, Foreman – 9 years proficiency in all street work

Plant Work: Water and Wastewater Plants, Booster Pump and Lift Stations

- Gerardo Rosales, Superintendent - 26 years proficiency in all plant work, wet and dry utilities
- Juan Carlos Rosales, Foreman – 18 years proficiency in all plant work
- Eugenio Medina, Foreman – 19 years proficiency in all plant work
- Robert Foy, Foreman – 25 years proficiency in all street work, plant work and dry utilities

Cleanup, Revegetation, Landscaping and Testing

- Dennis Waugh, Foreman - 15 years proficiency in all types of work performed by AECO
- Inosencio Espinosa, Foreman - 6 years proficiency in all types of work performed by AECO

Transportation

- Charlie Westerman, Transportation Manager – 35 years experience

Mechanic Shop

- Wilbur Davis, Shop Manager - 20 years experience. Supervises an average of 25 mechanics and field support personnel who are responsible for the repair and maintenance of an average of two fuel trucks, three mechanic trucks, three equipment haul trucks, three 18-wheel dump trucks, four 12-yard dump trucks, two parts trucks and multiple pieces of heavy equipment. Austin Engineering Co., Inc has two modern and well-equipped shop buildings with six bays.

AECO REFERENCES

Austin Engineering Co., Inc. – References

City of Austin Amy Ekbert Inspection Supervisor Central Field Office P. 0. Box 1088 Austin, Texas 78767 (512) 974-9752	City of Kyle Jimmy Haverda Director of Public Works P.O. Box 40 Kyle, Texas 78640 (512) 754-4435
City of Austin Molly Ritter Area Supervisor P. 0. Box 1088 Austin, Texas 78767 (512) 974-9751	River City Engineering Will Pena, P.E. 3801 S. First Street Austin, Texas 78704 (512) 442-3008
City of Georgetown David Munk Development Engineer 1101 North College Avenue Georgetown, Texas 78628 (512) 930-3582	Carlson, Brigance & Doering, inc. Charles Brigance, P.E. 5501 W. William Cannon Austin, Texas 78749 (512) 280-5160
City of Cedar Park Darwin Marchell Director of Public Works 600 North Bell Boulevard Cedar Park, Texas 78613 (512) 258-4121	JadCo Development, Inc. Joe DiQuinzio P.0. Box 685229 Austin, Texas 78768-5229 (512) 478-0017
City of Cedar Park David Dial D & M Inspection Services 600 North Bell Boulevard Cedar Park, Texas 78613 (512) 247-4199	KB Home Lone Star, Inc. John Zinsmeyer Director of Land Development (512) 651-8090
Taylor Morrison Homes Mike Slack 805 Las Cimas Parkway Suite 350 Austin, Texas 78746 (512) 568-7390	Benchmark Land Development David C. Mahn 6001 West William Cannon Drive Building 2, Suite 201 Austin, Texas 78749 (512) 472-7455
Murfee Engineering George Murfee, P.E. 1101 Capital of Texas Hwy South Building D, Suite 110 Austin, Texas 78746 (512) 327-9204	McAden Custom Homes Allen McAden 6806 F.M. 2244 Austin, Texas 78746 (512) 329-5577

AECO CERTIFICATE OF GOOD STANDING

1-800-252-1386.

Franchise Tax Account Status

As of : 08/21/2018 13:59:38

Name	AUSTIN ENGINEERING CO., INC.
Taxpayers ID#	**17420579587**
Taxpayer ID Number	17420579587
Mailing Address	PO BOX 342349 AUSTIN, TX 78734-0040
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	08/31/1979
Texas SOS File Number	0048851900
Registered Agent Name	PAUL W KELLER
Registered Office Street Address	3317 N. RR 620 AUSTIN, TX 78734

AECO CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Service Insurance Group, Inc.
PO Box 5753
3840 Corporate Center Dr
Bryan TX 77805-5753

CONTACT NAME: Donna Beeler
PHONE (A/C, No, Ext): (979)774-3900 FAX (A/C, No): (979)774-3955
E-MAIL ADDRESS: donna.beeler@sigbcs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty	19496
INSURER B: Service Lloyds Insurance	43389
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Austin Engineering Co., Inc.
PO Box 342349
Austin TX 78734-

COVERAGES **CERTIFICATE NUMBER: 2018-2019** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blkt Addl Insd X Blkt Waiver of Sub GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: Jobsite Pollution	x	X	85322286-1	07/01/2018	07/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Jobsite Pollution	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS90	x	X	85322286-1	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	x	X	85322286-1	07/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC0030138-2018A	07/01/2018	07/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Purposes Only
P.O. Box 342349
Austin TX 78734-2349

Fax: ( ) -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 012867

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ACORD 25 (2014/01)

Supplier: **Austin Engineering Co, Inc**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Austin Engineering Co, Inc**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **Carlson, Brigance & Doering, Inc.**
Location: **Austin Texas**

Contact Name: **Charles Brigance, P.E.**
Title: **Engineer**

Phone: **512-280-5160**
E-mail

Contract Date To: **2017**
Contract Date From: **2018**
Contract Value: $ **$742,625.20**

Scope of Work:
Lakeway Highlands Phase 3, Section 1 - Sudvd. Utilities & Paving Dry Utilities

Reference 2

Client Name: **KB Homes Lonestar, Inc.**
Location: **Austin Texas**

Contact Name: **David Garza**
Title:

Phone: **512-651-8064**
E-mail

Contract Date To: **2017**
Contract Date From: **2018**
Contract Value: $ **4,776,354.00**

Scope of Work:
Timmerman Ranch - Subdivision Utilities & Paving Dry Utilities

Reference 3

Client Name:
TRE & Associates Austin Texas

Location:

Contact Name:
Marc Dickey Project Manager

Title:

Phone:
512-358-4049

E-mail

Contract Date To:
2013

Contract Date From:
2013

Contract Value: $
$739,525.00

Scope of Work:
Knollwood of the Colorado - Streets & Utilities Improvements

Supplier: **Austin Engineering Co, Inc**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**NOT APPLICABLE**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**NOT APPLICABLE**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**NOT APPLICABLE**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **NOT APPLICABLE** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **NOT APPLICABLE**
7	

	TRAVIS W. KELLER	**9/25/18**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Austin Engineering Co, Inc**

DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) 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 Title of Certifying Official

Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Austin Engineering Co, Inc**

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.**

NOT APPLICABLE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.**

NOT APPLICABLE

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.**

NOT APPLICABLE

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 **09/25/2018** Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Austin Engineering Co, Inc**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Austin Engineering Co., Inc.**
Address of Bidder:	**P.O. Box 342349 Austin Texas 78734**
Email:	**kvogt@aecoi.net**
Telephone:	**512-327-1464**
Printed Name of Person Submitting Affidavit:	**Travis W. Keller**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☑	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Austin Engineering Co, Inc**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Rogers Construction Company LTD

Bid Contact **Jose Rubio**
jose@rogersconstruction.net
Ph 512-930-1155

Address **GEORGETOWN, TX 78626**

Item #	Line Item	Notes		Unit Price	Qty/Unit		Attch.	Docs
1808-256--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -**	$558,091.80	1 / each	**$558,091.80**		**Y**
1808-256--01-02	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**		1 / each		**Y**	**Y**

Supplier Total **$558,091.80**

Rogers Construction Company LTD

Item: **Please attach all documents to this line**

Attachments

Rogers Construction Bid.pdf

ROGERS CONSTRUCTION COMPANY, LTD.

September 25, 2018

Transmittal Letter
For
Bid Number 1808-256

A: Rogers Construction Company, Ltd.

B. 4915 S. IH 35
PO Drawer 1136
Georgetown, TX 78627
pete@rogersconstruction.net
512-930-1155
512-930-3052
Pete Kargakos, Vice President

C. 74-1919884

D. N/A

Bid Form
Ronald Reagan Turn Lanes Widening at Santa Rita Blvd
Williamson County

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
100	6002	PREPARING ROW	STA	17	$ 770.00	$ 13,090.00
104	6026	REMOVING CONC (GUTTER)	LF	60	$ 17.00	$ 1,020.00
110	6001	EXCAVATION (ROADWAY)	CY	700	$ 30.00	$ 21,000.00
160	6003	FURNISHING AND PLACING TOPSOIL (4") (VEGETATIVE FILTER STRIPS)	SY	7985	$ 2.75	$ 21,958.75
164	6003	BROADCAST SEED (PERM) (RURAL) (CLAY) (VEGETATIVE FILTER STRIPS)	SY	7985	$ 1.10	$ 8,783.50
166	6001	FERTILIZER	AC	2	$ 1,100.00	$ 2,200.00
168	6001	VEGETATIVE WATERING	MG	142	$ 76.00	$ 10,792.00
247	6375	FL BS(CMP IN PLC)(TY A GR 4)(18")	SY	2725	$ 54.00	$ 147,150.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	91	$ 238.00	$ 21,658.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	3662	$ 6.20	$ 22,704.40
341	6008	D - GR HMA TY - B PG64 - 22	TON	295	$ 106.00	$ 31,270.00
341	6043	D - GR HMA TY - D PG70 - 22	TON	1266	$ 113.00	$ 143,058.00
354	6045	PLANE ASPH CONC PAV (2")	SY	8190	$ 4.60	$ 37,674.00
500	6001	MOBILIZATION	LS	1	$ 10,000.00	$ 10,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.5	$ 5,000.00	$ 7,500.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	320	$ 30.00	$ 9,600.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	320	$ 15.00	$ 4,800.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1810	$ 3.00	$ 5,430.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1810	$ 0.75	$ 1,357.50
529	6038	CONC CURB (RIBBON)	LF	60	$ 28.00	$ 1,680.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	63	$ 2.00	$ 126.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	280	$ 3.00	$ 840.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	625	$ 3.05	$ 1,906.25
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	28	$ 12.00	$ 336.00
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	$ 275.00	$ 825.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	3	$ 340.00	$ 1,020.00
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	615	$ 12.00	$ 7,380.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	3235	$ 0.60	$ 1,941.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	625	$ 1.25	$ 781.25
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	28	$ 8.55	$ 239.40
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	$ 1.25	$ 3.75
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	3	$ 1.55	$ 4.65
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5565	$ 0.60	$ 3,339.00
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	615	$ 8.55	$ 5,258.25
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	3235	$ 0.95	$ 3,073.25
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	5565	$ 0.95	$ 5,286.75
672	6007	REFL PAV MRKR TY I-C	EA	38	$ 9.45	$ 359.10
672	6009	REFL PAV MRKR TY II-A-A	EA	280	$ 9.45	$ 2,646.00
		PROJECT TOTAL				$ 558,091.80

ADDENDum #1, #2, #3

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

N/A

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

N/A

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	Form CIQ Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?
☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?
☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No

D. Describe each affiliation or business relationship.

N/A

6. Describe any other affiliation or business relationship that might cause conflict of interest:

N/A

7

Signature of person doing business with the governmental entity	Date
	9-25-2018

Signature not required if completing in BIDSYNC electronically.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

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

9-25-2018
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Pulte Homes-1024

Location: Austin

Contact Name: Hampton Haines

Title: Project Manager

Phone: 512-532-3355

E-mail: hampton.haines@pultegroup.com

Contract Date To: 12/13/17

Contract Date From: Current

Contract Value: $ 5,7172595

Scope of Work: Water, Wastewater, Drainage & Paving Improvements

Reference 2

Client Name: HMR Holdings

Location: Georgetown

Contact Name: Blake Magee

Title: Owner

Phone: 512-480-0303

E-mail: blake@blakemageeco.com

Contract Date To: 3/21/18

Contract Date From: Current

Contract Value: $ 1,221,078

Scope of Work: Street Excavation & Drainage, Water, Wastewater, Erosion Control Improvements, and Street Improvements

Reference 3

Client Name:

Location:

Nash Rancho LLC	Georgetown

Contact Name:	Title:
Ranier Ficken	Owners Representative

Phone:	E-mail
512-923-7720	rficken@newlandcommunities.com

Contract Date To:	Contract Date From:	Contract Value: $
12/13/17	1/10/18	969,960

Scope of Work:

Water, Wastewater and Drainage Improvements
Paving Improvements

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	Rogers Construction Company, Ltd.	
Address of Bidder:	PO Drawer 1136 Georgetown, TX 7862	
Email:	pete@rogersconstruction.net	
Telephone:	512-930-1155	
Printed Name of Person Submitting Affidavit:	Pete Kargakos	
Signature of Person Submitting Affidavit:		

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Pete Kargakos (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Pete Kargakos, (*Name of Signer*) am a duly authorized officer of/agent for Rogers Construction Company, Ltd. (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said Rogers Construction Company, Ltd. (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Pete Kargakos

on this the 25 day of September, 2018.

Cheryl Smith
Notary Public in and for

CHERYL SMITH
Notary Public, State of Texas
Comm. Expires 10-22-2020
Notary ID 126700051

The State of Texas

The County of Williamson

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Rogers Construction Company, Ltc
Name of Firm

Signature of Certifying Official

Vice President
Title of Certifying Official

Pete Kargakos
Printed Name of Certifying Official

9-25-2018
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Pete Kargakos

on this the 25 day of September, 2018, on behalf of said Firm.

CHERYL SMITH
Notary Public, State of Texas
Comm. Expires 10-22-2020
Notary ID 126700051

Cheryl Smith
Notary Public in and for the State of Texas

My commission expires: 10.22.20

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-407187

Date Filed:
09/24/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rogers Construction Company, Ltd.
Georgetown, 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.
1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County	Georgetown, TX United States	X	
Rogers Construction Company, Ltd.	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Pete Kargakos, and my date of birth is _____.

My address is 4915 IH 35 South, Georgetown, TX, 78626, USA.
(street) (city) (state) (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 24 day of September (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.6711

ALLMERICA FINANCIAL
CITIZENS INSURANCE
HANOVER INSURANCE"

The Hanover Insurance Company
Massachusetts Bay Insurance Company
440 Lincoln Street
Worcester, MA 01 653

Citizens Insurance Company
of America
645 West Grand River
Howell, MI 48843

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Rogers Construction Company, Ltd
PO Drawer 1136, Georgetown, TX 78627
hereinafter called Principal, and THE HANOVER INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire and having their principal office in Worcester, Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto Williamson County
as Obligee, in the penal sum of Five Percent of Amount Bid 5%
Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Williamson County

a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Ronald Reagan Blvd. Turn Lanes Widening At Santa Rita Blvd. - Bid Number 1808-256

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

SIGNED, SEALED AND DATED this 25th day of September, 2018

Rogers Construction Company, Ltd
(Principal)

BY _____ (Seal)

☐ MASSACHUSETTS BAY INSURANCE COMPANY

BY _____
(Attorney-in-fact)

☒ THE HANOVER INSURANCE COMPANY

BY Cynthia Giesen (Seal)
Cynthia Giesen
(Attorney-in-fact)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Courtney J. Goulding, Cynthia Giesen, Wesley M. Pitts, and/or William E. Gellhausen

Of **USI Southwest of Austin, Texas** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 2nd day of **February, 2017**.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 2nd day of **February, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of September, 2018

CERTIFIED COPY

Theodore G. Martinez, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/ Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-608-8141

You may also write to The Hanover Insurance Company/ Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-608-8141

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Supplier: **Rogers Construction Company LTD**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1808-256
Ronald Reagan Blvd Turn Lanes Widening at Santa Rita Blvd

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 25, 2018 2:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Sep 25, 2018 2:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Supplier: **Rogers Construction Company LTD**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Supplier: **Rogers Construction Company LTD**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.**

(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7		
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Rogers Construction Company LTD**

DEBARMENT AND LICENSING 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) 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 Title of Certifying Official

Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Rogers Construction Company LTD**

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

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.

Supplier: **Rogers Construction Company LTD**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Rogers Construction Company LTD**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.12 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.15 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Commissioners Court - Regular Session **26.**

Meeting Date: 10/09/2018

Approving Oracle Maintenance and Support Renewal / Licensing FY19

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of FY 19 Oracle Maintenance and Support in the amount of $308,254.58 and FY 19 Oracle Licensing for Treasury, Financial and Purchasing in the amount of $16,596.49 from Mythics, Inc. per DIR contract #DIR-TSO-2548.

Background

Additional information in attached quote for licensing. Support and Maintenance renewal is year 3 of 5. Funding Source 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Licensing Quote

Maint & Support Backup

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:26 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Thomas Skiles		Started On: 10/04/2018 09:21 AM
Final Approval Date: 10/04/2018		

Chad McPhatter
Direct: 757.955.8069
Fax: 757.965.9486
Email: cmcphatter@mythics.com

Mythics, Inc
4525 Main Street Suite 1500
Virginia Beach, VA 23462

Company Name: WILLIAMSON COUNTY

Contact: Minnie Beteille
Phone: (512) 943-1456
Email: mbeteille@wilco.org

Quote Number: SR 13872874 FY19
Valid Through: October 5, 2018

ORACLE SUPPORT RENEWAL

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level	Extended Price
	Renewal #13872874						
1	21057786	Oracle Advanced Security	1-Nov-18 to 31-Oct-19	Processor Perpetual	4	Full Use	$7,655.51
	Renewal #15218005						
2	16250337	Oracle Treasury - Enterprise $M in Operating Budget	1-Nov-18 to 31-Oct-19	Perpetual	12.5	Full Use	$958.12
3	16494735	Oracle Financials - Enterprise $M in Operating Budget	1-Nov-18 to 31-Oct-19	Perpetual	12.5	Full Use	$6,394.08
4	16494735	Oracle Purchasing - Enterprise $M in Operating Budget	1-Nov-18 to 31-Oct-19	Perpetual	12.5	Full Use	$1,588.80
						SUPPORT:	**$16,596.49**
						NEW LICENSE & SUPPORT:	**UPON REQUEST**
						TRAINING:	**UPON REQUEST**
						SERVICES:	**UPON REQUEST**

***TOTAL* $16,596.49**

*****Please reference Mythics Quote Number on your purchase order: SR 13872874 FY19**

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics Fed Tax ID# 54-1987871
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/. By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable. By confirming, referencing or placing an order based on this quote, you are agreeing that the software products being purchased are for electronic delivery only and there is no transfer of tangible property.

Purchasing Instructions:
Please include the following statements in your order:
1. This order is placed pursuant to the terms and conditions of **DIR-TSO-2548.**
2. Payment terms are: Quarterly in Arrears
3. Quote #: SR 13872874 FY19

PURCHASE ORDER

WILLIAMSON COUNTY
1848

Williamson County
Purchasing Department
901 S.Austin Ave,
Georgetown, TX 78626
512-943-1100

P.O.Number: **165980**
Date:10/11/2017
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
MYTHICS, INC
1439 N GREAT NECK ROAD, STE 201
VIRGINIA BEACH VA 23454

Requested By: McCulley, Tammy L

Delivery Date:

Ship to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Bill to:
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Description	Price	Per	Amount
1: 11/1/17-10/31/18 ORACLE MAINTENANCE AND SUPPORT; YEAR 2 OF 5; DIR-TSO-2548	1.00	308254.58 $	308,254.58

Supplier Item:

Notes to Supplier:

Total **308,254.58**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

Terms and Conditions are available at www.wilco.org/purchasing.
Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Randy Barker, Williamson County Purchasing Agent.

Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extend authorized by Texas law, including but not limited to Tex/ Const. art. XI, § 7, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

Authorized By:

Apprvd c/c 9/6/16

MYTHICS™

ORACLE Platinum Partner

Mythics Ordering Document # (103116) - (JDB) - (01)

PO# 165980

Price Valid Thru: 10/31/2016

End User Contact: Williamson County
End User Name: Tammy McCulley
End User Address: [illegible]
Georgetown, TX 78626

Prepared By: Mythics, Inc.
Contact: Jared Barnes
Phone: (757) 416-6539
Email Address: [illegible]

ORACLE TECHNICAL SUPPORT RENEWAL

Software Update License & Support

Line Item	Oracle Product Description	CSI	Level	Quantity	Support Term	Oracle License Type	Oracle License Term	Cost
1	Oracle Grants	3584672	Full Use	3	Nov 1, 2016 - Oct 31, 2021	Application [illegible]	Perpetual	$16,991.85
2	Self-Service Human Resources	3651532	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Perso[illegible]	Perpetual	$56,996.25
3	Payroll	3651532	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Perso[illegible]	Perpetual	$134,392.50
4	Advanced Benefits	3651532	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Perso[illegible]	Perpetual	$89,595.00
5	Oracle Internet Expenses	3651532	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Expense[illegible]s	Perpetual	$7,466.25
6	Internet Application Server Enterprise Edition	3886197	Full Use	1	Nov 1, 2016 - Oct 31, 2021	P[illegible]	Perpetual	$35,823.50
7	Oracle Database Enterprise Edition	3886197	Full Use	1	Nov 1, 2016 - Oct 31, 2021	[illegible]	Perpetual	$48,497.85
8	Oracle Database Enterprise Edition	3886197	Full Use	3	Nov 1, 2016 - Oct 31, 2021	[illegible]ocessor	Perpetual	$146,426.80
9	Internet Application Server Enterprise Edition	3886197	Full Use	3	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$75,831.60
10	Oracle Database Standard Edition	3073528	Full Use	50	Nov 1, 2016 - Oct 31, 2021	Named User - Single Server		$6,881.30
11	APPLICATIONS V1.0 **LICENSE ONLY**	2252062	Full Use	30	Nov 1, 2016 - Oct 31, 2021	Concurrent Device		$41,460.26
12	ALERT V5.0 REL 10.7	2252062	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Computer		$23,785.50
13	DISCOVERER ADMIN ED V3.0	2252062	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Named User		$28,567.05
14	Human Resources	3651532	Full Use	1500	Nov 1, 2016 - Oct 31, 2021	Person	Perpetual	$134,392.65
15	Oracle Database Standard Edition One	15402318	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$10,410.86
16	Internet Application Server Enterprise Edition	15402318	Full Use	20	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$12,530.85
17	Oracle Grants	16017441	Full Use	3	Nov 1, 2016 - Oct 31, 2021	Application User	Perpetual	$9,419.75
18	Internet Application Server Enterprise Edition	16250802	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$57,277.90
19	Internet Application Server Enterprise Edition	16250802	Full Use	40	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$21,045.80
20	Oracle Database Enterprise Edition	16250802	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$12,851.35
21	Oracle Financials - Enterprise	16484735	Full Use	125	Nov 1, 2016 - Oct 31, 2021	$M in Operating Budget	Perpetual	$183,872.45
22	Oracle Purchasing - Enterprise	16484735	Full Use	125	Nov 1, 2016 - Oct 31, 2021	$M in Operating Budget	Perpetual	$36,124.50
23	Oracle Human Resources	15508073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$3,806.15
24	OracleSelf-Service Human Resources	15508073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$1,427.30
25	Oracle Advanced Benefits	15508073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$366.50
26	Oracle Payroll	15508073	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$4,758.80
27	Internet Developer Suite	15409690	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$6,936.10
28	Forms and Reports	15409690	Full Use	1	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$13,872.25
29	Oracle Advanced Benefits	16250337	Full Use	100	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$5,906.95
30	Oracle Human Resources	16250337	Full Use	400	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$51,423.85
31	Oracle Payroll	16250337	Full Use	400	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$67,542.60
32	OracleSelf-Service Human Resources	16250337	Full Use	100	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$2,779.60
33	Oracle Treasury - Enterprise	16250337	Full Use	1	Nov 1, 2016 - Oct 31, 2021	$M in Operating Budget	Perpetual	$32,510.40
34	Internet Application Server Enterprise Edition	16250337	Full Use	2	Nov 1, 2016 - Oct 31, 2021	Processor	Perpetual	$37,435.75
35	Oracle Database Enterprise Edition	16250337	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Named User Plus	Perpetual	$9,536.65
36	Oracle Advanced Benefits	16221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$1,492.85
37	Oracle Self-Service Human Resources	16221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$702.55
38	Oracle Payroll	16221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$3,951.70
39	Oracle Human Resources	16221780	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$3,985.55
40	Oracle Advanced Benefits	19766491	Full Use	211	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$9,428.95
41	Oracle Human Resources	19766491	Full Use	110	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$10,408.60
42	Oracle Payroll	19766491	Full Use	76	Nov 1, 2016 - Oct 31, 2021	Employee	Perpetual	$8,990.60
43	Oracle Treasury	16250337	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$5,985.35
44	Oracle Purchasing	16484735	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$12,178.75
45	Oracle Financials	16484735	Full Use	25	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$59,927.10
46	Oracle Self-Service Human Resources	20165206	Full Use	125	Aug 18, 2016 - Oct 31, 2021	Employee	Perpetual	$3,246.35
47	Oracle Financials	16484735	Full Use	12.5	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$30,212.25
48	Oracle Purchasing	16484735	Full Use	12.5	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$6,134.88
49	Oracle Treasury	16250337	Full Use	12.5	Nov 1, 2016 - Oct 31, 2021	Enterprise $M in Operating Budget	Perpetual	$2,974.70
							5 Year SUPPORT Total:	$1,541,272.88

*TOTAL PRICE** $1,541,272.88
Five Annual Payments of: $308,254.58

* Applicable State taxes will be added unless an exemption is provided.

Please put the following language on any purchase order that may follow this Ordering Document:

This order is placed pursuant to the terms and conditions of Texas DIR-TSO-2548.

Payment Terms: Technical Support Services: Check one

[X] Net 30

[ ] Quarterly in Arrears

Terms and Conditions of Sale:

[X] This is a funded commitment and a copy of the Purchase Order, solely to facilitate invoicing and payment annually, will follow no later than October, 17, 2016; October, 17, 2017; October, 17, 2018; October, 17, 2019; October, 17, 2020; October, 17, 2021.

This order is contingent upon approved annual appropriation and a copy of the purchase order will follow on or before the dates listed above.
The undersigned has authority to enter into a contract on behalf of the End-User agreeing to the following terms and conditions outlined herein.

End User has obtained all necessary approvals to release funds for this purchase.
Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of the support until payment has been received in full for any outstanding balance or costs incurred.
Any additional Oracle licenses that will be required during this agreement will be at Oracle's then current pricing.

You agree that Mythics has the right to cancel your techical support services with Oracle due to non-payment. However, the End User has the sole right to terminate this order at the end of each year.

End User agrees that in the event this agreement is terminated by the End User, End User will provide a notice of cancellation to Mythics 30 days prior to the commencement of that renewal period.

Payment of this contract is due in annual installments of $308,254.58 and not to exceed $1,541,272.88.

You agree that the period of support shall be from **(August 18, 2016 to October 31, 2021, for line 46) and (November 1, 2016 to October 31, 2021 for lines 1-45 and 47-49).**

Payment of this contract is due in full in accordance with the above referenced payment terms.

You agree that this order is placed pursuant to the terms and conditions of **Texas DIR-TSO-2548.** ✓

By signing below, the undersigned represents that he/she has the authority to bind the End User to the terms of this Mythics Ordering Document and affirms End User's commitment to pay for the services ordered.

Signature

DAN A GATTIS County Judge
Printed Name and Title

113773
920.45
4505

END USER LETTERHEAD

Mythics, Inc.
1439 N. Great Neck Rd.
Virginia Beach, VA 23454

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94069 Date:

Dear Mythics and Oracle:

CONFIRMATION OF EXECUTION OF AGREEMENT WITH MYTHICS, INC. FOR THE PURCHASE OF ORACLE MAINTENANCE

This order is placed pursuant to the Terms and Conditions of Mythics quote 103116 - JDB – 01 and Texas DIR-TSO-2548.

Through this ordering letter, Williamson County confirms that an agreement for Oracle Maintenance has been executed with MYTHICS:

Support term is: (November 1, 2016 to October 31, 2021 for lines 1-45, and 47-49) and (August 18, 2016, to October 31, 2021 for line 46.)

Item	Oracle Hardware or Programs/License Type	Quantity Purchased
1	Oracle Grants	3
2	Self-Service Human Resources	1500
3	Payroll	1500
4	Advanced Benefits	1500
5	Oracle Internet Expenses	1000
6	Internet Application Server Enterprise Edition	1
7	Oracle Database Enterprise Edition	1
8	Oracle Database Enterprise Edition	3
9	Internet Application Server Enterprise Edition	3
10	Oracle Database Standard Edition	50
11	APPLICATIONS V1.0 **LICENSE ONLY**	30
12	ALERT V5.0 REL 10.7	1
13	DISCOVERER ADMIN ED V3.0	1
14	Human Resources	1500
15	Oracle Database Standard Edition One	2
16	Internet Application Server Enterprise Edition	20
17	Oracle Grants	2
18	Internet Application Server Enterprise Edition	2
19	Internet Application Server Enterprise Edition	40
20	Oracle Database Enterprise Edition	25
21	Oracle Financials - Enterprise	125
22	Oracle Purchasing - Enterprise	125

23	Oracle Human Resources	25
24	OracleSelf-Service Human Resources	25
25	Oracle Advanced Benefits	25
26	Oracle Payroll	25
27	Internet Developer Suite	2
28	Forms and Reports	1
29	Oracle Advanced Benefits	100
30	Oracle Human Resources	400
31	Oracle Payroll	400
32	OracleSelf-Service Human Resources	100
33	Oracle Treasury - Enterprise	1
34	Internet Application Server Enterprise Edition	2
35	Oracle Database Enterprise Edition	25
36	Oracle Advanced Benefits	25
37	Oracle Self-Service Human Resources	25
38	Oracle Payroll	25
39	Oracle Human Resources	25
40	Oracle Advanced Benefits	211
41	Oracle Human Resources	110
42	Oracle Payroll	76
43	Oracle Treasury	25
44	Oracle Purchasing	25
45	Oracle Financials	25
46	Oracle Self-Service Human Resources	125
47	Oracle Financials	12.5
48	Oracle Purchasing	12.5
49	Oracle Treasury	12.5

SIGNATURE*: _____

PRINTED NAME: Dan K Gatti

TITLE: County Judge

DATE: 09-08-2016

*Must have authority to enter into contracts on behalf of the End-User.

Commissioners Court - Regular Session **27.**

Meeting Date: 10/09/2018

Authorize Purchase of Freightliner Equipment through the Buyboard

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Price Quotation between Freightliner of Austin and Williamson County for Heavy Equipment in the amount of $513,936.00 (including Buyboard Fee) pursuant to BuyBoard contract # 521-16 and authorizing the purchase.

Background

This is for the purchase of Heavy Equipment for Road and Bridge through the Buyboard Purchasing Cooperative Contract #521-16. The Buy Board fee is $400.00 (included in quote.) Jeff Ivey / Ron Roberts are the point of contact for this transaction. This expenditure will be charged to 01-0200-0210-005700. Funding was approved in the FY2019 budget

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freightliner of Austin Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:24 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Johnny Grimaldo		Started On: 10/04/2018 10:00 AM
Final Approval Date: 10/04/2018		

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-12-2018

PURCHASING NAME		TELEPHONE	
Williamson County		512-943-3368	
ADDRESS	**CITY**	**STATE**	**ZIP CODE**
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY		VIN	LICENSE PLATE
2020	Freightliner	122 SD	Trac	Order Units	

MILEAGE:

Tx Buy Board 521-16

2020 Freightliner 122SD 3 axle haul tractor DD16, 13spd Manual , headache rack, wet kit for trailer operation	132,878.00
Extended engine and trans warranties	5,790.00
Tx Buy Board fee (per PO)	$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
				138,668

		TOTAL	139,068.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	139,068.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	139,068.00

138,668

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-12-2018

PURCHASING NAME			TELEPHONE	
Williamson County			512-943-3368	
ADDRESS		CITY	STATE	ZIP CODE
3151 SE Inner Loop		Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY		VIN	LICENSE PLATE
2020	Freightliner	M2-112	Trac	Order Units	

MILEAGE:

Tx Buy Board 521-16

2020 Freightliner M2-112 tractor per specs DD13 engine, 13spd manual trans	99,138.00
Extended engine and trans warranties	3,485.00
Tx Buy Board fee (per PO)	$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale."

MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
				102,623

		TOTAL	103,023.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	103,023.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	103,023.00

102623
x 2
= $ 205,246

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-12-2018

PURCHASING NAME			TELEPHONE
Williamson County			512-943-3368
ADDRESS	CITY	STATE	ZIP CODE
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	Freightliner	M2-106	Order	

MILEAGE:	
Tx Buy Board 521-16	
2020 Item #1	
2020 Freightliner M2-106 chassis to include	79,960.00
Cummins ISB, 9 spd Man trans	
0x 10ft 7/9 yd, elec tarp, metal sideboards	
pintle hitch with air	
Extended engine warranty 5yr/200K	2,490.00
Trans , Towing	
Buy Board fee (per PO)	$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale. "

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
				82,450

		TOTAL	82,850.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	82,850.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	82,850.00

82,450

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-12-2018

PURCHASING NAME			TELEPHONE	
Williamson County			512-943-3368	
ADDRESS		CITY	STATE	ZIP CODE
3151 SE Inner Loop		Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2020	Freightliner	M2-106	Order	

MILEAGE:	
Tx Buy Board 521-16	
Item #2 Auto	
2020 Freightliner M2-106 chassis to include	84,744.00
Cummins ISB, Allison 3500RDS	
0x 10ft 7/8yd dump with elec tarp no tlr	
Extended engine warranty 5yr/200K	2,428.00
Trans , Towing	
Buy Board fee (per PO)	$400.00

$ 87,172

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	87,572.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	87,572.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	87,572.00

Commissioners Court - Regular Session **28.**

Meeting Date: 10/09/2018

Fuelman blanket approval

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing a blanket purchase order for fuel for the WIlliamson County Sheriff's Office in the amount of $150,000, to Fuelman per TCPN contract #R161501 pricing.

Background

There is no attachment for this request because it is a blanket purchase order against a previously approved contract. The SO is asking to encumber the funds for the 1st quarter of the fiscal year (Oct 2018-Dec 2018). Funding source for this PO is 01.0100.0560.003301.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:29 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Jayme Jasso		Started On: 10/04/2018 10:12 AM
Final Approval Date: 10/04/2018		

Commissioners Court - Regular Session **29.**

Meeting Date: 10/09/2018

Authorize Purchasing of Kubota Equipment through the Buyboard

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Price Quotation #1129360 between Ewald Kubota, INC and Williamson County for Heavy Equipment in the amount of $112,391.42 pursuant to BuyBoard contract #s 515-16 / 529-17 and authorizing the purchase.

Background

This is for the purchase of Heavy Equipment for Road and Bridge through the Buyboard Purchasing Cooperative Contract #515-16 / 529-17. Jeff Ivey / Ron Roberts are the point of contact for this transaction. This expenditure will be charged to 01-0200-0210-005711. Funding was approved in the FY2019 budget

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kubota Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/04/2018 10:31 AM
County Judge Exec Asst.	Wendy Coco	10/04/2018 10:59 AM
Form Started By: Johnny Grimaldo		Started On: 10/04/2018 10:15 AM
Final Approval Date: 10/04/2018		

CE - #515-16, GM - #529-17

M5-111HDC12 WEB QUOTE #1129360
Date: 8/23/2018 8:01:37 AM
-- Customer Information --
Roberts , Ronald
Williamson County
rroberts@wilco.org
512-663-1139

Quote Provided By
EWALD KUBOTA, INC.
Justin DeSpain
3701 EAST 4TH ST
TAYLOR, TX 76574
email: justin.d@ewaldkubota.com
phone: 5123525548

-- Standard Features --

Not Available in Nebraska

M Series

M5-111HDC12
4WD, HYDRAULIC SHUTTLE TRANSMISSION & CAB
* * * EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS * * *

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 105.6
Engine Net HP: 100
Max . PTO HP: 89
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System
DEF Tank Capacity: 3.2 Gal

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed:
Power Steering:
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow:

REMOTE VALVES
(1) SCD (Self Canceling Detent)

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)
Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
*if equipped 12/24 Standard

LIGHTING
2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights
2 Rear Halogen Worklights

TRANSMISSION
8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS
LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II
4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer
Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V – 30-Amp 2 Wire Coupler
12V – 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT
Flip-Up PTO Shield
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

-- Custom Options --

M5-111HDC12 Base Price:	$62,564.00
(1) 2ND PTN LEVER KIT/M5-091/M5-111 CAB M9114-2ND PTN LEVER KIT/M5-091/M5-111 CAB	$150.00
(1) 3RD POSITION LEVER KIT M9116-3RD POSITION LEVER KIT	$150.00
(2) 2ND/3RD VALVE (FD) M7611-2ND/3RD VALVE (FD)	$1,368.00
(10) FRONT SUITCASE WEIGHT M8079-FRONT SUITCASE WEIGHT	$1,000.00
(1) FRONT WEIGHT BUMPER M8075-FRONT WEIGHT BUMPER	$395.00
(1) BOLT KIT FOR BUMPER M8076-BOLT KIT FOR BUMPER	$57.00
(1) BOLT BAR KIT FOR M8075 BRACKET M8073A-BOLT BAR KIT FOR M8075 BRACKET	$65.00
(1) REAR WINDOW WIPER KIT W/WASHER M7649-REAR WINDOW WIPER KIT W/WASHER	$233.00
Configured Price:	$65,982.00
BUY BOARD Discount:	($14,516.04)
SUBTOTAL:	$51,465.96
2Yr M5-111HDC12 Extended Warranty (2000 hrs.)	$3,000.00
Factory Assembly:	$250.00
Dealer Assembly:	$369.75
Freight Cost:	$860.00
PDI:	$250.00
Total Unit Price:	$56,195.71
Quantity Ordered:	2
Final Sales Price:	$112,391.42

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

SELECTED TIRES
AMR8556B & AMR8530B AG TIRES
FRONT - 12.4-24 R1W GDYR OptiTrac
REAR - 18.4-30 R1W Goodyear OptiTrac

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.137

Commissioners Court - Regular Session **30.**

Meeting Date: 10/09/2018

Authorize Purchasing of Vehicles through HGAC Buy Coopertive Purchasing

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Price Quotation between Silsbee Ford and Williamson County for Vehicles in the amount of $158,667.00 pursuant to HGAC Buy contract # VE11-15 and authorizing the purchase.

Background

This is for the purchase of vehicles for Road and Bridge through the HGAC Buy Purchasing Cooperative Contract # VE11-15. Jeff Ivey / Ron Roberts are the point of contact for this transaction.
This expenditure will be charged to 01-0200-0210-005700. Funding was approved in the FY2019 budget

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Silsbee Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/05/2018 11:29 AM
Form Started By: Johnny Grimaldo		Started On: 10/04/2018 10:20 AM
Final Approval Date: 10/05/2018		

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-15	Date Prepared:	9/21/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	WILLIAMSON COUNTY	Contractor:	SILSBEE FORD
Contact Person:	ROB ROBERTS	Prepared By:	MICHAEL WILEY
Phone:	512-663-1139	Phone:	254-541-9061
Fax:		Fax:	
Email:	rroberts@wilco.org	Email:	mwiley.silsbeefleet@gmail.com

Product Code:	E22	Description:	FORD F-150 1/2 tons

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 20,692.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2019 EXTENDED CAB 4X4 6.5FT BED	$ 2,390.00		
3.3L V6; 6-SPD AUTOMATIC; VINYL 40/20/40 SEAT	INCL		
A/C; AM/FM RADIO	INCL		
53A- TRAILER TOW PACKAGE	$ 565.00		
85A- POWER WINDOWS AND LOCKS	$ 1,111.00		
50S- CRUISE CONTROL	$ 213.00		
52P- SYNC	$ 399.00		
995- 5.0L FFV V8 W/10-SPD AUTOMATIC	$ 1,895.00		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 6,573.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	$ 27,265.00	=	Subtotal D:	$ 81,795.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY TO WILLIAMSON COUNTY $300 p/truck	$ 900.00		
		Subtotal F:	$ 900.00

Delivery Date:	90-120 DAYS		$ 83,295.00

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-15	Date Prepared:	9/21/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	WILLIAMSON COUNTY	Contractor:	SILSBEE FORD
Contact Person:	ROB ROBERTS	Prepared By:	MICHAEL WILEY
Phone:	512-663-1139	Phone:	254-541-9061
Fax:		Fax:	
Email:	rroberts@wilco.org	Email:	mwiley.silsbeefleet@gmail.com

Product Code:	E25	Description:	FORD F-250 3/4 ton

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 24,033.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2019 REGULAR CAB 4X2 8FT BED	$ (1,023.00)		
6.2L FFV V8; 6-SPD AUTOMATIC; VINYL 40/20/40 SEAT	INCL		
A/C; AM/FM RADIO; TRAILER TOW PACKAGE	INCL		
90L- POWER WINDOWS AND LOCKS	$ 869.00		
525- CRUISE CONTROL	$ 223.00		
858- AM/FM/MP3 STERIO W/SYNC	$ 522.00		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 591.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	$ 24,624.00	=	Subtotal D:	$ 73,872.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $ ~~600.00~~

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY TO WILLIAMSON COUNTY $300 p/truck	$ 900.00		
		Subtotal F:	$ 900.00
Delivery Date: 90-120 DAYS			$ 75,372.00

HGACBuy SMART PURCHASING SOLUTION

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-15	Date Prepared:	9/21/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	WILLIAMSON COUNTY	Contractor:	SILSBEE FORD
Contact Person:	ROB ROBERTS	Prepared By:	MICHAEL WILEY
Phone:	512-663-1139	Phone:	254-541-9061
Fax:		Fax:	
Email:	rroberts@wilco.org	Email:	mwiley.silsbeefleet@gmail.com

Product Code:	E22	Description:	FORD F-150 1/2 tons

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 20,692.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2019 EXTENDED CAB 4X4 6.5FT BED	$ 2,390.00		
3.3L V6; 6-SPD AUTOMATIC; VINYL 40/20/40 SEAT	INCL		
A/C; AM/FM RADIO	INCL		
53A- TRAILER TOW PACKAGE	$ 565.00		
85A- POWER WINDOWS AND LOCKS	$ 1,111.00		
50S- CRUISE CONTROL	$ 213.00		
52P- SYNC	$ 399.00		
995- 5.0L FFV V8 W/10-SPD AUTOMATIC	$ 1,895.00		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 6,573.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	$ 27,265.00	=	Subtotal D:	$ 81,795.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY TO WILLIAMSON COUNTY $300 p/truck	$ 900.00		
		Subtotal F:	$ 900.00

Delivery Date:	90-120 DAYS		$ 83,295.00

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-15	Date Prepared:	9/21/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	WILLIAMSON COUNTY	Contractor:	SILSBEE FORD
Contact Person:	ROB ROBERTS	Prepared By:	MICHAEL WILEY
Phone:	512-663-1139	Phone:	254-541-9061
Fax:		Fax:	
Email:	rroberts@wilco.org	Email:	mwiley.silsbeefleet@gmail.com

Product Code:	E25	Description:	FORD F-250 3/4 ton

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 24,033.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2019 REGULAR CAB 4X2 8FT BED	$ (1,023.00)		
6.2L FFV V8; 6-SPD AUTOMATIC; VINYL 40/20/40 SEAT	INCL		
A/C; AM/FM RADIO; TRAILER TOW PACKAGE	INCL		
90L- POWER WINDOWS AND LOCKS	$ 869.00		
525- CRUISE CONTROL	$ 223.00		
858- AM/FM/MP3 STERIO W/SYNC	$ 522.00		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 591.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	$ 24,624.00	=	Subtotal D:	$ 73,872.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $ ~~600.00~~

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY TO WILLIAMSON COUNTY $300 p/truck	$ 900.00		
		Subtotal F:	$ 900.00
Delivery Date: 90-120 DAYS			$ 75,372.00

HGACBuy SMART PURCHASING SOLUTION

Commissioners Court - Regular Session **31.**

Meeting Date: 10/09/2018

District Attorney Apportionment Supplement BA 10/03/18

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Melanie Denny		Started On: 10/03/2018 12:53 PM
Final Approval Date: 10/04/2018		

Commissioners Court - Regular Session **32.**

Meeting Date: 10/09/2018

District Attorney Apportionment Supplement BA 10/03/18

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,168.25
	0100.0440.002010	FICA	$471.89
	0100.0440.002020	Retirement	$859.86

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Melanie Denny		Started On: 10/03/2018 12:54 PM
Final Approval Date: 10/04/2018		

Commissioners Court - Regular Session **33.**

Meeting Date: 10/09/2018

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Charlie Crossfield		Started On: 10/04/2018 08:56 AM
Final Approval Date: 10/04/2018		

Commissioners Court - Regular Session **34.**

Meeting Date: 10/09/2018

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property: CR 101

e) Discuss the acquisition of real property: CR 200

f) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

g) Discuss the acquisition of real property for SH 29 LTP.

h) Discuss the acquisition of real property for County Facilities.

i) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

j) Discuss the acquisition of real property and easements from San Gabriel River Ranch Subdivision.

k) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

l) Discuss the acquisition of real property for Seward Junction SE Loop.

m) Discuss the acquisition of real property for SH 29 @ DB Wood.

n) Discuss the acquisition of real property for Hairy Man Rd.

o) Discuss the acquisition of real property for SW Bypass.

p) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

q) Discuss the aquisition of real property for CR 111.

r) Discuss the acquisition of real property for Corridor H

s) Discuss an Interlocal Agreement with the City of Hutto regarding CR 163.

t) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

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.

w) Discuss the acquisition of right-of-way for Corridor C.

x) Discuss the acquisition of right-of-way for Corridor F.

y) Discuss the acquisition of right-of-way for Corridor D.

z) Discuss the acquisition of right-of-way for Southeast Corridor.

aa) Discuss the acquisition of right-of-way for Reagan extension.

bb) Discuss possible sale of County-owned 7.38 acres in Breakaway Park Subdivision.

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.
F. Discuss the TCEQ Agreed Order
G. Discuss the extension of Arterial A by the City of Round Rock

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	10/04/2018 09:11 AM
Form Started By: Charlie Crossfield		Started On: 10/04/2018 08:54 AM
Final Approval Date: 10/04/2018		