NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 16TH, 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 – 20)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0570-001107	Corrections/Temp Labor	$2,189.38
To	0100-0570-001109	Corrections/Cell Phone Stipend	$1,920.00
To	0100-0570-002020	Corrections/Retirement	$269.38

6. Discuss, consider and take appropriate action on a line item transfer for the Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$1,165
To	0100-0341-005700	MOT/Vehicle	$1,165

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004505	Software Maintenance	$5,000.00
To	0100-0503-004210	Internet/Email services	$5,000.00

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

9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, September 201 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

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

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

12. Discuss, consider, and take appropriate action on ratifying blanket PO#169152 for Tires per BuyBoard contract#553-18 in the amount of $100,000 for Fleet Maintenance, blanket PO#169150 for Bulk Oil per BuyBoard contract #405-39 in the amount of $50,000 for Fleet Maintenance, and PO#169176 for Momix Maintenance Renewal per BuyBoard contract #498-15 in the amount of $74,200 for Information Technology Services.

13. Discuss, consider, and take appropriate action on ratifying blanket PO #169151 for Chevrolet parts in the amount of $100,000, blanket PO #169164 for Holt Caterpillar parts in the amount of $50,000, and blanket PO #169418 for various vehicle parts in the amount of $50,000, for Fleet Maintenance per Commissioners Court exemption from 9/18/2018.

14. Discuss, consider, and take appropriate action on ratifying blanket PO #169392 for Janitorial Services not included in County contract but covered by TIPS contract #170104 in the amount of $80,000 for Facilities Maintenance.

15. Discuss, consider and take appropriate action on authorizing the annual blanket purchase order to Election Systems & Software, LLC for licenses and maintenance fees, in the amount of $170,367.75, to support the operations of the Williamson County Elections Office.

16. Discuss, consider and take appropriate action on authorizing the annual blanket purchase order to VOTEC Corporation for license and support, in the amount of $119,352.70, to support the operations of the Williamson County Elections Office.

17. Discuss, consider and take appropriate action on a Material Correction Instrument - Waterline Easement between Williamson County, Texas, as Grantor, and Lone Star Regional Water Authority, as Grantee, relating to a strip of land near the intersection of State Highway 29 East and State Highway 95, which consists of 0.141 of an acre of land, situated in the Absalom Jett Survey, Abstract No. 343, being situated in the County of Williamson, State of Texas.

18. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Electric Reliability Council of Texas, Inc. (ERCOT event at EXPO Center)

19. Discuss, consider and take appropriate action on Supplemental Work Authorization 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for On Call Survey - Various County Roads for Williamson County Road and Bridge.

20. Discuss, consider, and take appropriate action on approval of the final plat for the Ridge at Cross Creek Phase 3 subdivision - Precinct 3.

REGULAR AGENDA

21. Discuss, consider, and take appropriate action on accepting the resignation of Landy Warren as one of the two Williamson County directors serving on the governing body of the Lone Star Regional Water Authority; and appointing Hollis Bone to serve in place of him for a three year term commencing effective September 1, 2018 and continuing thereafter until September 1, 2021.

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

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

24. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1704-157, in the amount of -$21,129.08 for Ronald Reagan Blvd overlay from FM 3405 to RM 2338.

25. Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Cedar Park regarding improvements to and annexation of County Road 272.

26. Discuss, consider and take appropriate action on a Possession & Use Agreement for Transportation Purposes with Irma Diaz for right of way needed on the CR 176 @ RM 2243 project. (Parcel 4) Funding Source: Road Bonds P241

27. Discuss, consider and take appropriate action on a Possession & Use Agreement for Transportation Purposes with Irma Diaz for right of way needed on the CR 176 @ RM 2243 Project (Parcel 6). Funding Source: Road Bonds P241

28. Discuss, consider and take appropriate action on a Resolution for Condemnation with MMA Ranch Limited Partnership for right of way needed on the CR 176 @ RM 2243 project (Parcel 3). Funding Source: Road Bonds P241

29. Discuss, consider and take appropriate action on an interlocal agreement between Williamson County and the Capital Area Council of Governments for participation by Williamson County in a 2019-2023 air quality plan for the Austin-Round Rock Metropolitan Statistical Area (MSA) including providing financial funding on a per capita basis in the amount of $45,992.

30. Discuss, consider and take appropriate action on adding 8 new 911 telecommunications officer full-time positions in the 911 Communications department (0581), as previously approved in the FY19 budget, to support health and safety operation of the county.

31. Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	$439,565.60
To	0100-0581-001100	911 Comm/FT Salary	$301,207.76
To	0100-0581-002010	911 Comm/FICA	$23,042.40
To	0100-0581-002020	91 Comm/Retirement	$42,259.44
To	0100-0581-002030	911 Comm/Insurance	$73,056.00

32. Discuss, consider and take appropriate action on approving the list of position classifications to be included in the salary study cycle 2A.

33. Discuss, consider and take appropriate action to approve the Second Amendment to the Williamson County Professional Services Agreeement for Medical Direction of EMS.

34. Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. for the Williamson County Training Lab Proposal. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-18).

35. Discuss, consider, and take appropriate action on approving the 3rd supplemental agreement between KA Hickman Architects and Interior Designers, LLC and Williamson County for architectural and engineering services in the not-to-exceed amount of $9,350.00, and authorizing the execution of the agreement.

36. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Indigent Defense Services under RFP #1809-263.

37. Discuss, consider and take appropriate action on authorizing the purchase of five (5) 2019 Chevy Tahoes with upfitting from Holiday Chevrolet, pursuant to Tarrant County Cooperative contract #2016-006, in the amount of $256,526.40 to support the operations of the Williamson County Constable Precinct #2 Office.

38. Discuss, consider, and take appropriate action on authorizing the extension of Emulsions contract 1708-188, for the same terms and conditions as the existing contract, with the exception of department approved unit price increases for contracted items with the primary vendor for all items, Ergon Asphalt & Emulsions, Inc, per the attached pricing sheet. The secondary vendor for all items, Wright Asphalt, chose not to renew. The tertiary vendor, P2 Emulsions, is renewing per the original awarded item pricing. The renewal term is for October 10, 2018 - October 9, 2019.

39. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for North Mays Extension (Paloma Dr to Oakmont Dr) under IFB #1810-265.

40. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Comprehensive 9-1-1 Education Program Development under RFP #1810-266.

41. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for a Consultant to develop the 2019-2023 HUD Consolidated Plan and 2019-2020 Annual Action Plan under RFP #1810-267.

42. Discuss, consider, and take appropriate action on approving the Price Quotation #WPI082918-001 between Waukesha-Pearce Industries and Williamson County for an Excavator in the amount of $294,775.00 pursuant to BuyBoard contract #515-16 and authorizing the purchase.

43. Discuss, consider, and take appropriate action on approving the Price Quotation #QUO-941195-T9L5M7 between immixTechnology, Inc. and Williamson County for FY19 Kronos Gold Maintenance and Support Services in the amount of $83,949.60 pursuant to DIR contract # DIR-TSO-2585 and authorizing the purchase.

44. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fall 2018 Fog Seal (Cimarron Hills) under IFB #1810-268.

45. Discuss, consider, and take appropriate action on approving the 1st amendment to the Architectural and Engineering Services Agreement between Williamson County and KGA Architecture, Inc. approved on 8/21/2018 under RFQ #1706-171, and authorizing execution of the amendment.

46. Discuss, consider, and take appropriate action on amending the current agreement between Pictometry International Group and Williamson County to reduce the cost of aerial imagery collection through cost sharing, and authorizing the execution of the agreement.

47. Discuss, consider and take appropriate action on approving the purchase of Odyssey Software Maintenance and Support for FY 19 from Tyler Technologies Inc. in the amount of $430,047.20. Sole Source provider previously approved by Commissioner's Court on 10/27/2015.

48. 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.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Pymts from Other Entities	$4,087.73

49. 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 addiitional expenditures for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001939	DA Supplement	$3,360.00
	0100.0440.002010	FICA	$257.04
	0100.0440.002020	Retirement	$470.69

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.003107	Medical Equipment	$2,240.00

	0100.0570.003006	Office Equipment	$3,010.00
	0100.0570.003003	Radio Equipment	$446.25
	0100.0570.003010	Computer Equipment	$2,576.64

51. 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 expenditures for the County Attorney's Office. This expenditure is paid by State Legislative dollars.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	$18,257.00
	0100.0475.002010	FICA	$1,396.66
	0100.0475.002020	Retirement	$2,558.17
	0100.0475.004902	Co Atty Legislative Supplement	$47,788.17

52. 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 County Attorney's Office to pay state legislative supplements.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	$70,000.00

EXECUTIVE SESSION

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

53. 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

54. 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
h) Discuss sale of excess 183A right of way to abutting property owner.
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.

55. 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)

56. 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).

57. 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).

58. 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).

59. 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)

60. Discuss and take appropriate action concerning economic development.

61. Discuss and take appropriate action concerning real estate.

62. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
f) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
g) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
h) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
i) Berry Springs Park and Preserve pipeline
j) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
k) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.
l) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
m) LCRA TSC Leander-Round Rock 138-Kv Transmission Line Project within the Public Right-Of-Way (Row) of New Hope Road, Ronald Reagan Boulevard, and Hero Way
n) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
o) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
p) Civil Action No. 1:17-cv-01113-LY, Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
q) Amendment to Interlocal Lease Agreement between Williamson County and City of Georgetown relating to Williamson County's property located near Martin Luther King Boulevard and 8th Streets in Georgetown, Texas
r) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
s) Discuss law in relation to Williamson County compensation policies.
t) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
u) Cause No. 18-0903-C425; Dee Hobbs, Williamson County Attorney v. Dan A. Gattis, Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Larry Madsen, County Commissioners; In the 425th District Court of Williamson County, Texas
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

63. 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.

64. Discuss, consider and take appropriate action on ratifying and accepting an offer of employment, hiring and appointment of Rebecca Clemons to the position of Director of Administration.

65. 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: 10/16/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

A budget request was duplicated in the cell phone stipend line as well as the county issued cell phone line for the Chief and one Commander. The Budget Office did not recommend the cell phone stipend dollars assuming they were moving to a county issued cell phone like the others. The Chief and his Commander have opted for a stipend in lieu of a county issued cell phone and have been receiving the stipend since taking office. This transfer will put the dollars into the appropriate line item to do so.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0570-001107	Corrections/Temp Labor	$2,189.38
To	0100-0570-001109	Corrections/Cell Phone Stipend	$1,920.00
To	0100-0570-002020	Corrections/Retirement	$269.38

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:15 PM
Form Started By: Ashlie Koenig		Started On: 10/10/2018 07:44 AM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 10/16/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Mobile Outreach Team.

Background

On the 10/2/18 agenda an item (Item #40) was approved amending the budget to allow funding for one vehicle for MOT that was not received in FY 18. The amount submitted was for the vehicle only. However, in reviewing their FY18 actuals and comparing to budget, they realized there were other/associated costs associated with the vehicle purchase ($840 in decals and $325 in labor to install the safety cage/computer stand) that were not included. This transfer will add those dollars to their budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$1,165
To	0100-0341-005700	MOT/Vehicle	$1,165

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:13 PM
Form Started By: Ashlie Koenig		Started On: 10/10/2018 07:51 AM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **7.**

Meeting Date: 10/16/2018

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

Submitted For: Jay Schade **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

Requesting $5,000 to cover internet connectivity.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-004505	Software Maintenance	$5,000.00
To	0100-0503-004210	Internet/Email services	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:20 AM
Budget Office	Ashlie Koenig	10/11/2018 10:44 AM
Form Started By: Tammy McCulley		Started On: 10/11/2018 10:06 AM
Final Approval Date: 10/11/2018		

Commissioners Court - Regular Session **8.**

Meeting Date: 10/16/2018

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

Merit LIT 10.19.18

Merit Details 10.19.18

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	10/11/2018 10:53 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 12:28 PM
Form Started By: Kristy Grant		Started On: 10/11/2018 08:20 AM
Final Approval Date: 10/11/2018		

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
ITS	1708	12013	$62,397.14	$45,886.76	no change	no change	n/a	n/a	Title, Grade, salary change: Analyst I (B.31) to IT Specialist (B.25)	10/19/2018
Unified Road Systems	1496	Vacant	n/a	n/a	$57,674.76	no change	n/a	n/a	Title, Grade change: Concrete Foreman (B.28) to Foreman (B.27)	10/19/2018

*Amount may vary slightly due to Oracle rounding

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0440	001100	44376.32	
01	0100	0440	001130		44376.32
01	0100	0553	001100	3604.78	
01	0100	0553	001130		3604.78
01	0100	0477	001100	11654.23	
01	0100	0477	001130		11654.23
01	0100	0476	001100	3352.59	
01	0100	0476	001130		3352.59
01	0100	0499	001100	573.65	
01	0100	0499	001130		573.65
01	0100	0452	001100	11676.61	
01	0100	0452	001130		11676.61

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Dept Num
District Attorney	DA Chief Office Admin.0053.001100	01221	$63,917.36	5.00%	$3,259.79	$68,455.49	0440
District Attorney	DA Evidence Tech.0076.001100	03455	$65,252.72	2.75%	$1,830.34	$68,388.11	0440
District Attorney	DA Legal Assistant I.0082.001100	04496	$48,234.43	2.00%	$983.98	$50,183.10	0440
District Attorney	DA Court Legal Asst.0078.001100	04683	$47,968.56	3.00%	$1,467.84	$50,395.77	0440
District Attorney	DA Appellate Prosecutor.1759.001100	10467	$94,245.06	2.50%	$2,403.25	$98,533.21	0440
District Attorney	DA First Assistant.0054.001100	10627	$135,044.78	2.50%	$3,443.64	$141,189.32	0440
District Attorney	DA Legal Assistant I.0080.001100	11812	$43,477.72	2.00%	$886.95	$45,234.22	0440
District Attorney	Discovery Clerk.1754.001100	13054	$36,722.17	5.00%	$1,977.70	$41,531.75	0440
District Attorney	DA Legal Assistant IV.1796.001100	13524	$47,969.00	4.00%	$1,957.14	$50,885.52	0440
District Attorney	DA Felony Prosecutor I.0062.001100	13852	$87,550.06	0.98%	$875.15	$90,176.21	0440
District Attorney	DA Felony Prosecutor III.0070.001100	14074	$101,621.00	1.00%	$1,036.53	$104,689.95	0440
District Attorney	DA Civil Division Chief.0072.001100	14075	$106,881.32	5.00%	$5,575.64	$117,088.53	0440
District Attorney	DA Appellate Div Chief.0083.001100	14076	$106,881.32	2.50%	$2,787.82	$114,300.71	0440
District Attorney	DA Legal Assistant II.0077.001100	14078	$47,968.61	3.00%	$1,467.84	$50,395.82	0440
District Attorney	DA Victim Asst Coord.0073.001100	14079	$45,663.65	2.00%	$931.54	$47,508.47	0440
District Attorney	DA Discovery Clerk.1634.001100	14081	$41,371.55	2.00%	$843.98	$43,042.96	0440
District Attorney	DA Trial Division Chief.0071.001100	14087	$112,862.36	5.00%	$5,755.98	$120,875.59	0440
District Attorney	DA Legal Assistant I.0081.001100	14088	$43,477.72	2.00%	$886.95	$45,234.22	0440
District Attorney	DA Intake Div Chief.1789.001100	14111	$106,931.76	2.50%	$2,787.82	$114,300.71	0440

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Dept Num
District Attorney	DA Felony Prosecutor II.0064.001100	14181	$94,245.06	2.00%	$1,922.60	$98,052.56	0440
District Attorney	DA Discovery Clerk.1797.001100	14183	$33,428.30	1.50%	$593.31	$40,147.36	0440
District Attorney	DA Receptionist.0079.001100	14522	$34,340.03	2.00%	$700.54	$35,727.37	0440
Constables 3	Office Spec Sr Const 3.0300.001100	12424	$40,178.44	3.00%	$1,229.46	$42,211.47	0553
Constables 3	Research Analyst Pct 3.0301.001100	13093	$40,178.44	3.00%	$1,229.46	$42,211.47	0553
Constables 3	Office Specialist Sr.0288.001100	13591	$37,446.30	3.00%	$1,145.86	$39,341.09	0553
Magistrate Office	Associate Judge I.1792.001100	2271	$85,545.72	2.00%	$1,926.58	$98,255.71	0477
Magistrate Office	Office Specialist.0189.001100	10094	$46,112.81	4.00%	$1,881.40	$48,916.47	0477
Magistrate Office	Supervising Assoc Judge.0185.001100	13352	$94,440.58	5.00%	$4,816.47	$101,145.86	0477
Magistrate Office	Admin Specialist.0183.001100	13710	$37,117.54	2.00%	$757.20	$38,617.09	0477
Magistrate Office	Indigent Defense Spec.0182.001100	13851	$38,933.13	2.00%	$794.24	$40,506.03	0477
Magistrate Office	Admin Specialist.0181.001100	13853	$37,117.54	2.00%	$757.20	$38,617.09	0477
Magistrate Office	Admin Specialist.0180.001100	14645	$35,350.04	2.00%	$721.14	$36,778.18	0477
Personal Bond Office	Admin Specialist.1211.001100	14366	$37,117.54	2.00%	$757.20	$38,617.09	0476
Personal Bond Office	Admin Specialist.1212.001100	14478	$36,750.00	5.00%	$1,874.25	$39,359.25	0476
Personal Bond Office	Admin Specialist.1706.001100	14626	$35,350.00	2.00%	$721.14	$36,778.14	0476
Tax Assessor/Collector	Office Mgr TaxSub.1458.001100	03691	$56,240.08	1.00%	$573.65	$57,938.53	0499
Justice of the Peace 2	Court Administrator II.1715.001100	10450	$48,899.24	2.00%	$997.54	$50,874.77	0452
Justice of the Peace 2	Asst Adm JP 2.0985.001100	10466	$46,453.87	2.00%	$947.66	$48,330.60	0452

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Dept Num
Justice of the Peace 2	Ct Adm 3 JP 2.0987.001100	10649	$68,561.22	5.00%	$3,496.62	$73,429.07	0452
Justice of the Peace 2	Ct Clk 3 JP 2.0992.001100	12173	$37,600.95	2.00%	$767.06	$39,120.03	0452
Justice of the Peace 2	Asst Adm JP 2.0984.001100	12338	$45,314.94	5.00%	$2,311.06	$48,532.30	0452
Justice of the Peace 2	Ct Clk 3 JP 2.0991.001100	12771	$37,238.09	3.00%	$1,139.49	$39,122.34	0452
Justice of the Peace 2	Ct Clk 3 JP 2.0989.001100	12843	$34,272.04	2.00%	$699.15	$35,656.63	0452
Justice of the Peace 2	Ct Clk 3 JP 2.0993.001100	14585	$31,836.48	2.00%	$649.46	$33,122.67	0452
Justice of the Peace 2	Ct Clk 3 JP 2.0990.001100	14640	$32,772.81	2.00%	$668.57	$34,096.83	0452

Commissioners Court - Regular Session **9.**

Meeting Date: 10/16/2018

Justice of the Peace 4 SEPTEMBER 2018 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM SEPT 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:05 AM
Form Started By: Veronica Bolander		Started On: 10/11/2018 09:59 AM
Final Approval Date: 10/11/2018		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

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

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

NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 09/01/2018-09/30/2018

Date Printed: 10/9/2018
Time Printed: 1:22:58PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	6.25	6.25	0.00	0.00	0.00	0.00	6.25	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	3	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	5	100.00	100.00	0.00	80.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	75	1,800.00	1,800.00	266.25	700.00	0.00	0.00	833.75	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	137	792.00	792.00	69.90	516.00	0.00	0.00	206.10	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	100	6,720.00	6,720.00	930.10	2,870.00	0.00	0.00	2,919.90	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	3	75.00	75.00	0.00	50.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	16	80.00	80.00	10.00	55.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	16	2,400.00	2,400.00	300.00	1,650.00	0.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	4	20.00	20.00	10.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	3	6.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	4	66.00	66.00	0.00	51.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	56	1,400.00	1,400.00	0.00	1,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	137	1,320.00	1,320.00	116.50	860.00	0.00	0.00	343.50	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSOI	137	660.00	660.00	58.25	430.00	0.00	0.00	171.75	0.00	0.00	0.00	01-0399-0000-20835
TCF	TRUANT CONDUCT FEE	3	150.00	150.00	0.00	0.00	100.00	0.00	50.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CC	TRUANCY CONTEMPT FI	15	1,050.00	1,050.00	500.00	0.00	0.00	0.00	550.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	5	27.00	27.00	0.00	21.00	0.00	0.00	6.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	723	16,712.25	16,712.25	2,286.00	8,703.00	100.00	0.00	5,623.25	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$2,286.00				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$8,703.00				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$100.00						
Credit Cards :	$5,623.25	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00
TOTAL CURRENCY	$16,712.25	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$0.00 **TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 09/01/2018-09/30/2018

Date Printed: 10/9/2018
Time Printed: 1:22:58PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,267.25	926.00	0.00	0.00	0.00	2,193.25
0100-0000-341904		5,750.10	3,369.90	0.00	0.00	0.00	9,120.00
0100-0000-351304		500.00	550.00	0.00	0.00	0.00	1,050.00
0100.0000.341804		1,400.00	0.00	0.00	0.00	0.00	1,400.00
0399-0000-208822		585.90	206.10	0.00	0.00	0.00	792.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	976.50	343.50	0.00	0.00	0.00	1,320.00
01-0369-0000-341917	TRUANT CONDUCT FEE	100.00	50.00	0.00	0.00	0.00	150.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	21.00	6.00	0.00	0.00	0.00	27.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	488.25	171.75	0.00	0.00	0.00	660.00
TOTALS :		11,089.00	5,623.25	0.00	0.00	0.00	16,712.25

Detailed report has been sent to Auditor's Office.

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 09/01/2018-09/30/2018

Date Printed: 10/9/2018
Time Printed: 10:10:44AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	69	195.82	186.97	19.96	13.45	16.91	0.00	136.65	8.85	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	109	405.41	405.41	90.20	0.00	99.30	0.00	215.91	0.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	11	51.55	51.55	0.00	0.00	1.55	0.00	50.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	9	94.27	94.27	0.00	0.00	0.00	0.00	94.27	0.00	0.00	0.00	0100-0000-341804
DIS	DISMISSAL FEE	8	80.00	80.00	20.00	0.00	10.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	32	2,484.27	2,484.27	506.51	320.12	96.63	0.00	1,561.01	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	25	207.90	207.90	39.60	0.00	69.30	0.00	99.00	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	400	35,120.99	33,620.99	5,139.50	1,500.00	3,864.95	0.00	23,116.54	1,500.00	0.00	0.00	0100-0000-351304
PWF	PARKS AND WILDLIFE FINE	13	744.00	744.00	17.00	0.00	22.00	0.00	705.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	115	236.46	236.46	43.33	0.00	50.34	0.00	142.79	0.00	0.00	0.00	0100-0000-341804

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

Detailed report has been sent to Auditor's Office.

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	6	18.20	18.20	0.00	0.00	2.45	0.00	15.75	0.00	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFTPD	TAYLOR POLICE DEPART	2	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	500.00	500.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	4	165.50	165.50	150.00	0.00	0.00	0.00	15.50	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	7	96.46	96.46	0.00	0.00	0.00	0.00	96.46	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	51	1,207.41	1,107.41	64.35	184.50	76.16	0.00	782.40	100.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	234	6,042.12	5,931.32	1,012.91	107.60	971.62	0.00	3,839.19	110.80	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	232	453.10	444.79	75.96	8.07	72.91	0.00	287.85	8.31	0.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	2	1.52	1.52	0.00	0.00	0.00	0.00	1.52	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	230	149.52	146.75	25.32	2.69	24.30	0.00	94.44	2.77	0.00	0.00	0361-0000-341154
COM	COMMITMENT	22	55.91	42.06	0.00	13.45	0.30	0.00	28.31	13.85	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	10	245.62	207.22	0.00	0.00	0.00	0.00	207.22	38.40	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	2	38.28	38.28	0.00	0.00	0.00	0.00	38.28	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	230	299.04	293.50	50.64	5.38	48.60	0.00	188.88	5.54	0.00	0.00	0399.0000.208703
JCM	JUVENILE CASE MANAGI	220	714.90	701.05	106.59	13.45	121.52	0.00	459.49	13.85	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	232	604.16	593.08	101.28	10.76	97.22	0.00	383.82	11.08	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	232	604.16	593.08	101.28	10.76	97.22	0.00	383.82	11.08	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	232	903.22	886.60	151.91	16.14	145.82	0.00	572.73	16.62	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	4	251.07	251.07	0.00	0.00	251.07	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	122	8.57	8.57	1.51	0.00	2.33	0.00	4.73	0.00	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	5	553.00	553.00	0.00	0.00	200.00	0.00	353.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	22	55.91	42.06	0.00	13.45	0.30	0.00	28.31	13.85	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	5	600.00	600.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	115	2,364.64	2,364.64	433.26	0.00	503.40	0.00	1,427.98	0.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	21	34.57	34.57	5.00	0.00	0.00	0.00	29.57	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	37	116.64	116.64	15.00	0.00	2.45	0.00	99.19	0.00	0.00	0.00	0100-0000-341914
THWF	THRALL POLICE DEPART	1	12.00	12.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	115	1,575.47	1,575.47	269.55	50.00	217.22	0.00	1,038.70	0.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	199	269.93	267.93	42.06	5.38	48.08	0.00	172.41	2.00	0.00	0.00	01-0399-0000-20803
TWFIN	TOLLWAY ADMINISTRAT	14	442.68	442.68	28.88	0.00	25.30	0.00	388.50	0.00	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	3401	58,014.27	56,157.27	8,521.60	2,775.20	7,139.25	0.00	37,721.22	$1,857.00	0.00	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$8,521.60			**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$2,775.20			**Jail Credit**	$1,857.00	**Over Payments** $0.00
Money Orders	$7,139.25					
Credit Cards :	$37,721.22	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary** $0.00

TOTAL CURRENCY	$56,157.27	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL** $1,857.00	**TOTAL PAID** $0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 09/01/2018-09/30/2018

Date Printed: 10/9/2018
Time Printed: 10:10:44AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		500.00	0.00	0.00	0.00	0.00	500.00
0100-0000-209600		39.00	705.00	0.00	0.00	0.00	744.00
0100-0000-341804		320.39	1,436.83	74.95	0.00	0.00	1,832.17
0100-0000-341904		10.00	25.00	0.00	0.00	0.00	35.00
0100-0000-341911		150.00	15.50	0.00	0.00	0.00	165.50
0100-0000-341913		0.00	96.46	0.00	0.00	0.00	96.46
0100-0000-341914		339.91	901.91	100.00	0.00	0.00	1,341.82
0100-0000-351304		10,504.45	23,116.54	1,500.00	0.00	0.00	35,120.99
0100-0000-370500		251.07	0.00	0.00	0.00	0.00	251.07
0360-0000-341150		156.94	287.85	8.31	0.00	0.00	453.10
0361-0000-341154		52.31	95.96	2.77	0.00	0.00	151.04
0372-0000-341144		209.26	383.82	11.08	0.00	0.00	604.16
0399-0000-208160		2,092.13	3,839.19	110.80	0.00	0.00	6,042.12
0399-0000-208235		209.26	383.82	11.08	0.00	0.00	604.16
0399-0000-208352		313.87	572.73	16.62	0.00	0.00	903.22
0399-0000-208400		191.05	265.91	0.00	0.00	0.00	456.96
0399-0000-208425		936.66	1,427.98	0.00	0.00	0.00	2,364.64
0399-0000-208850		200.00	353.00	0.00	0.00	0.00	553.00
0399-0000-208860		536.77	1,038.70	0.00	0.00	0.00	1,575.47
0399.0000.208703		104.62	188.88	5.54	0.00	0.00	299.04
0399-0000-208415		3.84	4.73	0.00	0.00	0.00	8.57
0100-0000-207027		54.18	388.50	0.00	0.00	0.00	442.68
01.0100.0000.207017	DLQ FEE	923.26	1,561.01	0.00	0.00	0.00	2,484.27
0103690000370000	JUVENILE CASE MANAGER FUND	241.56	459.49	13.85	0.00	0.00	714.90
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	95.52	172.41	2.00	0.00	0.00	269.93
TOTALS :		18,436.05	37,721.22	1,857.00	0.00	0.00	58,014.27

Detailed report has been sent to Auditor's Office.

CRIMINAL

Commissioners Court - Regular Session **10.**

Meeting Date: 10/16/2018

Property Tax Collections – September 2018

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

090118-093018 GWI-RFM

090118-093018 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 12:28 PM
Form Started By: Cathy Atkinson		Started On: 10/11/2018 10:58 AM
Final Approval Date: 10/11/2018		

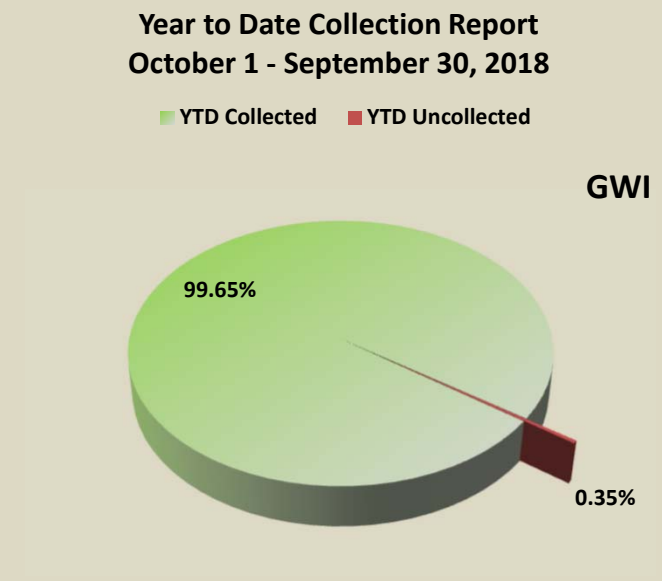
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
September 30, 2018

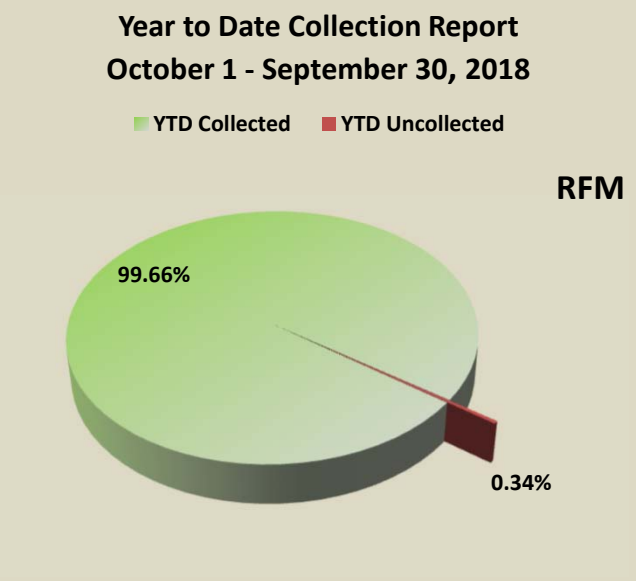
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	$244,690,088.70	$124,641.61	$244,814,730.31	$122,224.03	$21,451.78	($0.48)	$846,948.75	$243,967,781.56	99.65%	99.87%	100.71%
2016 & Prior	$1,986,312.80	($214,495.30)	$1,771,817.50	$11,920.12	$4,402.40	($1.02)	$1,378,469.19	$393,348.31	22.20%	31.90%	
Rollbacks	$288,563.47	$1,923,105.82	$2,211,669.29	$74,542.26	$0.00	$0.00	$728,423.87	$1,483,245.42	67.06%	67.14%	
Total All	$246,964,964.97	$1,833,252.13	$248,798,217.10	$208,686.41	$25,854.18	($1.50)	$2,953,841.81	$245,844,375.29	98.81%	99.10%	

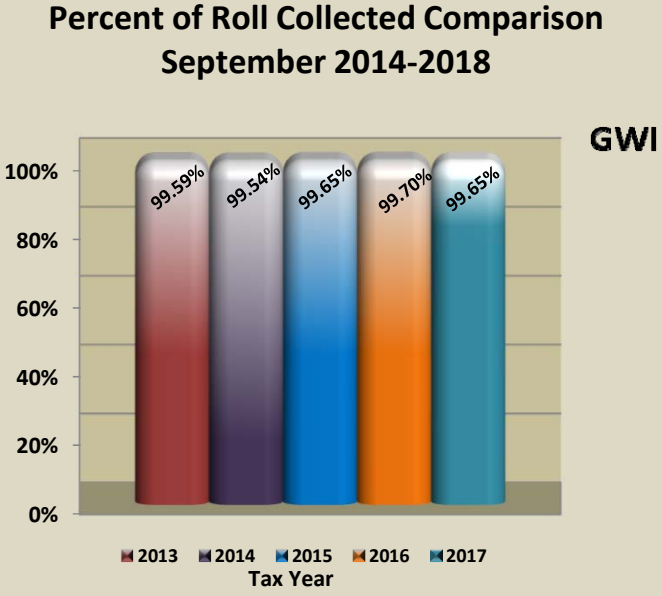
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	$22,761,673.50	$17,623.36	$22,779,296.86	$11,433.79	$1,997.94	($0.47)	$78,284.59	$22,701,012.27	99.66%	99.88%	100.68%
2016 & Prior	$168,664.29	($17,688.92)	$150,975.37	$944.91	$343.85	($3.84)	$114,327.15	$36,648.22	24.27%	34.42%	
Rollbacks	$25,120.98	$172,626.55	$197,747.53	$6,763.68	$0.00	$0.00	$66,026.36	$131,721.17	66.61%	66.68%	
Total All	$22,955,458.77	$172,560.99	$23,128,019.76	$19,142.38	$2,341.79	($4.31)	$258,638.10	$22,869,381.66	98.88%	99.16%	

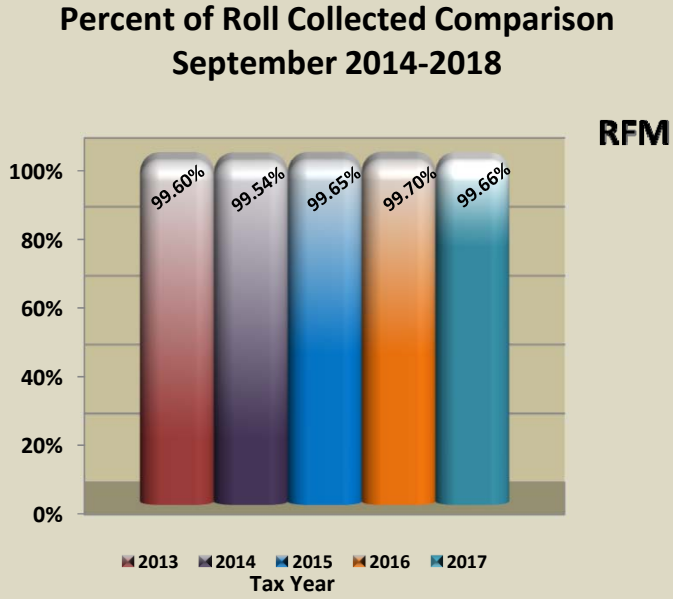
2017 COMBINED MONTHLY BREAKDOWN

Oct-17	$269,920,423.74	$553,492.70	$270,473,916.44	$9,831,927.33	$37,739.92	$564.42	$260,641,424.69	$9,832,491.75
Nov-17	$270,473,916.44	$412,042.93	$270,885,959.37	$11,909,015.73	$18,907.00	$570.67	$249,143,881.22	$21,742,078.15
Dec-17	$270,885,959.37	($14,649.56)	$270,871,309.81	$151,714,891.47	$21,384.35	$2,564.36	$97,411,775.83	$173,459,533.98
Jan-18	$270,871,309.81	($124,645.58)	$270,746,664.23	$85,267,049.60	$31,771.61	$6.27	$12,020,074.38	$258,726,589.85
Feb-18	$270,746,664.23	($47,878.57)	$270,698,785.66	$3,403,054.65	$178,516.41	($45,477.13)	$8,614,618.29	$262,084,167.37
Mar-18	$270,698,785.66	$26,437.71	$270,725,223.37	$2,132,488.05	$108,069.31	$3,623.36	$6,504,944.59	$264,220,278.78
Apr-18	$270,725,223.37	$162,917.00	$270,888,140.37	$796,261.27	$73,832.74	$3,555.44	$5,868,044.88	$265,020,095.49
May-18	$270,888,140.37	$24,978.69	$270,913,119.06	$1,487,596.39	$77,646.17	$1,362.54	$4,404,064.64	$266,509,054.42
Jun-18	$270,913,119.06	$415,473.37	$271,328,592.43	$632,649.24	$97,946.81	$1,600.24	$4,185,288.53	$267,143,303.90
Jul-18	$271,328,592.43	$294,556.53	$271,623,148.96	$1,120,417.09	$45,416.83	$23.88	$3,359,404.09	$268,263,744.87
Aug-18	$271,623,148.96	($121,168.73)	$271,501,980.23	$222,189.14	$55,859.88	($0.04)	$3,016,046.26	$268,485,933.97
Sep-18	$271,501,980.23	$424,256.63	$271,926,236.86	$227,828.79	$28,195.97	($5.81)	$3,212,479.91	$268,713,756.95


Year to Date Collection Report
October 1 - September 30, 2018
YTD Collected
YTD Uncollected
GWI
99.65%
0.35%


Year to Date Collection Report
October 1 - September 30, 2018
YTD Collected
YTD Uncollected
RFM
99.66%
0.34%


Percent of Roll Collected Comparison
September 2014-2018
GWI
100%
80%
60%
40%
20%
0%
99.59%
99.54%
99.65%
99.70%
99.65%
2013
2014
2015
2016
2017
Tax Year


Percent of Roll Collected Comparison
September 2014-2018
RFM
100%
80%
60%
40%
20%
0%
99.60%
99.54%
99.65%
99.70%
99.66%
2013
2014
2015
2016
2017
Tax Year

Commissioners Court - Regular Session **11.**

Meeting Date: 10/16/2018

Property Tax Refunds – Over 2500 – September 2018

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

090118-093018 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 12:28 PM
Form Started By: Cathy Atkinson		Started On: 10/11/2018 11:08 AM
Final Approval Date: 10/11/2018		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: October 11, 2018

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Monthly Refund Report
As of September 30, 2018

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	09/04/2018	67913	SUN TRUST MORTGAGE	R419752 - Overpayment	-21,504.70
Check	09/04/2018	67914	BANK OF AMERICA	R313866 - Overpayment	-32,566.68
Check	09/17/2018	67931	BARRY OR MARCELLA HYDO	R466484 - Overpayment	-6,700.00
Check	09/28/2018	67943	ILYAS & RABIA SHUAIB TRUSTEES OF S & R	R488289 - Escrow Refund	-4,472.90
Total Refunds Payable - Taxpayers					-65,244.28
TOTAL					**-65,244.28**

Commissioners Court - Regular Session **12.**

Meeting Date: 10/16/2018

Ratifying large Buyboard POs

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying blanket PO#169152 for Tires per BuyBoard contract#553-18 in the amount of $100,000 for Fleet Maintenance, blanket PO#169150 for Bulk Oil per BuyBoard contract #405-39 in the amount of $50,000 for Fleet Maintenance, and PO#169176 for Momix Maintenance Renewal per BuyBoard contract #498-15 in the amount of $74,200 for Information Technology Services.

Background

PO #169152 funding source 01.0882.0882.003525
PO #169150 funding source 01.0882.0882.003303
PO #169176 funding source 01.0100.0503.004505

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/10/2018 10:05 AM
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Kerstin Hancock		Started On: 10/10/2018 09:19 AM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 10/16/2018

Ratifying large vehicle parts exempted POs

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying blanket PO #169151 for Chevrolet parts in the amount of $100,000, blanket PO #169164 for Holt Caterpillar parts in the amount of $50,000, and blanket PO #169418 for various vehicle parts in the amount of $50,000, for Fleet Maintenance per Commissioners Court exemption from 9/18/2018.

Background

PO #169151 Funding Source 01.0882.0882.003523
PO #169164 Funding Source 01.0882.0882.003523
PO #169418 Funding Source 01.0882.0882.003523

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/10/2018 10:05 AM
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Kerstin Hancock		Started On: 10/10/2018 09:34 AM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **14.**

Meeting Date: 10/16/2018

Ratifying large TIPS PO

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying blanket PO #169392 for Janitorial Services not included in County contract but covered by TIPS contract #170104 in the amount of $80,000 for Facilities Maintenance.

Background

PO #169392 Funding Source 01.010.0509.004962

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/10/2018 10:05 AM
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Kerstin Hancock		Started On: 10/10/2018 09:45 AM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **15.**

Meeting Date: 10/16/2018

ES&S blanket approval

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the annual blanket purchase order to Election Systems & Software, LLC for licenses and maintenance fees, in the amount of $170,367.75, to support the operations of the Williamson County Elections Office.

Background

The funding source for this purchase is 01.0100.0492.004506. ES&S was awarded Approved Sole Source on 9-6-2016 for a 36 month period. This is the yearly PO for their Firmware and Hardware maintenance and license fees.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:26 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:47 AM
Form Started By: Jayme Jasso		Started On: 10/11/2018 09:02 AM
Final Approval Date: 10/11/2018		

Invoice

Election Systems & Software, LLC

6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Invoice No	Page
1052905	1
Invoice date	
9/10/2018	

Bill To:

Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US

Ship To:

Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US

Order number	PO number	Account number
1151294	HMA/FMA/SMA 2018-2019 10/01/18-09/30/19	W34430

Item No. Description	Quantity ordered	Qty Shipped/Returned Quantity on back order	Item price Discount %	UOM	Extended Total price
/213040 Firmware License-iVotronic / Renewal License Fee	980.00	980.00 0.00	47.20	EA	46,256.00
/213070 Firmware License-M650 / Renewal License Fee	2.00	2.00 0.00	295.00	EA	590.00
/211120 Hardware Maint-iVo Gold / Ongoing Maintenance Fee	980.00	980.00 0.00	95.00	EA	93,100.00
/211210 Hardware Maint-M650 Gold / Ongoing Maintenance Fee	2.00	2.00 0.00	2600.00	EA	5,200.00
/212020 Unity BIM Software License / Renewal License Fee	1.00	1.00 0.00	2431.01	EA	2,431.01
/212010 Unity EDM Software License / Renewal License Fee	1.00	1.00 0.00	3038.76	EA	3,038.76
/212050 Unity ERM Software License / Renewal License Fee	1.00	1.00 0.00	2734.89	EA	2,734.89
/212030 Unity HPM Software License / Renewal License Fee	1.00	1.00 0.00	12155.06	EA	12,155.06
/212320 Unity iVIM Software License / Renewal License Fee	1.00	1.00 0.00	4862.03	EA	4,862.03

Comments:

Sales amount:	170,367.75
Miscellaneous amount:	0.00
Freight:	0.00
Sales tax:	0.00
Subtotal:	170,367.75
Amount Received:	0.00
Total amount due:	**170,367.75**

Payment terms: NET 30 DAYS

(C)2003 Exact Software

Commissioners Court - Regular Session **16.**

Meeting Date: 10/16/2018

VOTEC blanket approval

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the annual blanket purchase order to VOTEC Corporation for license and support, in the amount of $119,352.70, to support the operations of the Williamson County Elections Office.

Background

The funding source for this purchase is 01.0100.0492.004506. VOTEC Corporation was awarded Approved Sole Source on 9-6-2016 for a 36 months. This is the yearly PO for their Ballotboard license.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:45 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:47 AM
Form Started By: Jayme Jasso		Started On: 10/11/2018 09:15 AM
Final Approval Date: 10/11/2018		

VOTEC

VOTEC Corporation

- INVOICE -

Chris Davis, Elections Administrator
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12714
October 1, 2018

Subject: VEMACS Support - 10/01/2018 - 09/30/2019

Item	Quantity	Description	Unit Price	Extended
1	10	Oracle license for VEMACS Support	$100.00	$1,000.00
2	1	Base VEMACS support fee	$1,200.00	$1,200.00
3	274,842	VEMACS per voter fee per schedule - 2017		$63,081.04
4	1	Per Voter Surcharge at 4 percent of VEMACS per voter schedule fee	$2,523.24	$2,523.24
		Total		**$67,804.28**

Due and payable upon invoice.

Thank you.

New Address
10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050

VOTEC

VOTEC Corporation

- INVOICE -

Chris Davis, Elections Administrator
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12713
October 1, 2018

Subject: VoteSafe Support - 10/01/2018 - 09/30/2019

Item	Quantity	Description	Unit Price	Extended
1	160	Field System Software Support	$180.00	$28,800.00
		Total		**$28,800.00**

Due and payable upon invoice.

Thank you.

New Address
10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050

VOTEC

VOTEC Corporation

- INVOICE -

Chris Davis, Elections Administrator
Williamson County
P.O. Box 209
Georgetown, TX 78627

Invoice # 12712
October 1, 2018

Subject: BallotBoard License - 10/01/2018 - 09/30/2018

Item	Quantity	Description	Unit Price	Extended
1	1	Ballot Board License - Base Fee	$20,000.00	$20,000.00
2	274,842	Ballot Board License - Per Voter Fee	$0.01	$2,748.42
		Total		**$22,748.42**

Due and payable upon invoice.

Thank you.

New Address
10920 VIA FRONTERA, SUITE 110 • SAN DIEGO CA 92127 • 800.348.6832 • FAX: 858.674.6050

Commissioners Court - Regular Session **17.**

Meeting Date: 10/16/2018

Lonestar Correction Easement

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Material Correction Instrument - Waterline Easement between Williamson County, Texas, as Grantor, and Lone Star Regional Water Authority, as Grantee, relating to a strip of land near the intersection of State Highway 29 East and State Highway 95, which consists of 0.141 of an acre of land, situated in the Absalom Jett Survey, Abstract No. 343, being situated in the County of Williamson, State of Texas.

Background

This Material Correction Instrument - Waterline Easement is necessary in order to replace an original Waterline Easement that was approved by the Commissioners Court at its August 29, 2017 Regular Session and later recorded in the Official Records of Williamson County, Texas. The wrong version of the Waterline Easement signed and recorded and the Material Correction Instrument - Waterline Easement will replace it once it is recorded.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LSRWA Correction Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Hal Hawes		Started On: 10/10/2018 09:35 AM
Final Approval Date: 10/10/2018		

MATERIAL CORRECTION INSTRUMENT

(Pursuant to Section 5.029, Texas Property Code)

WATER LINE EASEMENT

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

TO THE COUNTY CLERK;

PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE INSTRUMENT BEING CORRECTED:

GRANTOR: **Williamson County, Texas**

GRANTEE: **Lone Star Regional Water Authority**

A. **Williamson County, Texas** ("Grantor") and **Lone Star Regional Water Authority** ("Grantee") entered into that certain **Water Line Easement** on or about August 30, 2017, which was recorded on August 23, 2017, under Document No. **2017085113** in the Official Public Records of Williamson County, Texas (the "**Easement**"). This instrument is made as a correction and amendment to the Easement as originally recorded.

B. The Grantor and the Grantee have agreed to amend and restate the Easement to correctly state the provisions of the Easement as follows:

This Waterline Easement is made between Williamson County, Texas, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Judge, (hereinafter referred to as "Grantor"), and Lone Star Regional Water Authority, a Texas Conservation and Reclamation District, whose address is P.O. Box 554, Jarrell, Texas 76537, Attn: General Manager, (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding and/or removal of a waterline and related underground facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being a strip of land which consists of 0.141 of an acre of land, situated in the Absalom Jett Survey, Abstract No. 343, said land being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and by diagram in **Exhibit A** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, and/or removing the Facilities. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.

4. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.

5. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event Grantee ceases to use the Facilities within the Easement Area for a period of at least sixty (60) cumulative calendar days over a twenty-four (24) month period, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute a deed of release, in recordable form, and deliver same to Grantor immediately upon Grantor's written request to Grantee.

6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.

7. Grantor shall retain full use of the Easement Area for any purpose not prohibited by the terms of this instrument.

8. Grantee shall instruct its construction contractor to remove only those trees situated within the Easement Area that interfere with and that are in the way of the installation of the Facilities.

9. In addition to the Easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of a twenty-five foot (25') strip of land adjacent to the Easement Area (the "Temporary Easement Area"), as depicted in the attached **Exhibit A,** to the extent necessary to construct and install the Facilities within the Easement Area. Upon the completion of such construction and installation, Grantee shall restore the surface of the Temporary Easement Area to the condition in which the same was found before any such work was undertaken, save and except cedar trees, brush, sprouts and small saplings that may have been removed for construction purposes, and Grantee's right to use any

portion of Grantor's property adjacent to the Easement Area shall thereupon terminate for all purposes.

10. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.

11. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

12. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and permitted assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

C. This instrument is effective as of the effective date of the Easement.

D This instrument has been executed by each party to the Easement as of the dates of acknowledgment shown below.

GRANTOR:
Williamson County, Texas

By: _____
Dan A. Gattis

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2018, by Dan A. Gattis, its County Judge, on behalf of Grantor, Williamson County, Texas.

_____
Notary Public, State of Texas

(Notary Seal)

Grantee hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:
Lone Star Regional Water Authority

By: _____
Tom Ray
Title: General Manager

Address: P.O. Box 554
Jarrell, Texas 76537

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF McLennan §

This instrument was acknowledged before me on October 4, 2018, by Tom Ray, General Manager, on behalf of Grantee, Lone Star Regional Water Authority.

RICHARD L. HAMALA
My Notary ID # 124726788
Expires October 27, 2019

Richard L. Hamala
Notary Public, State of Texas

EXHIBIT A

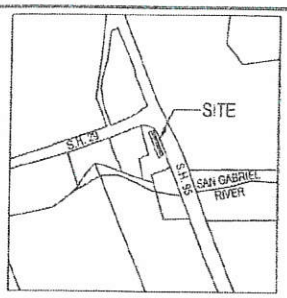
Metes and Bounds Description of the Easement

NOTES:
1) FIELD WORK PERFORMED IN: JUNE 2017
2) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
3) BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
4) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
5) ADJOINERS SHOWN HEREON ARE PER CURRENT WILLIAMSON COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

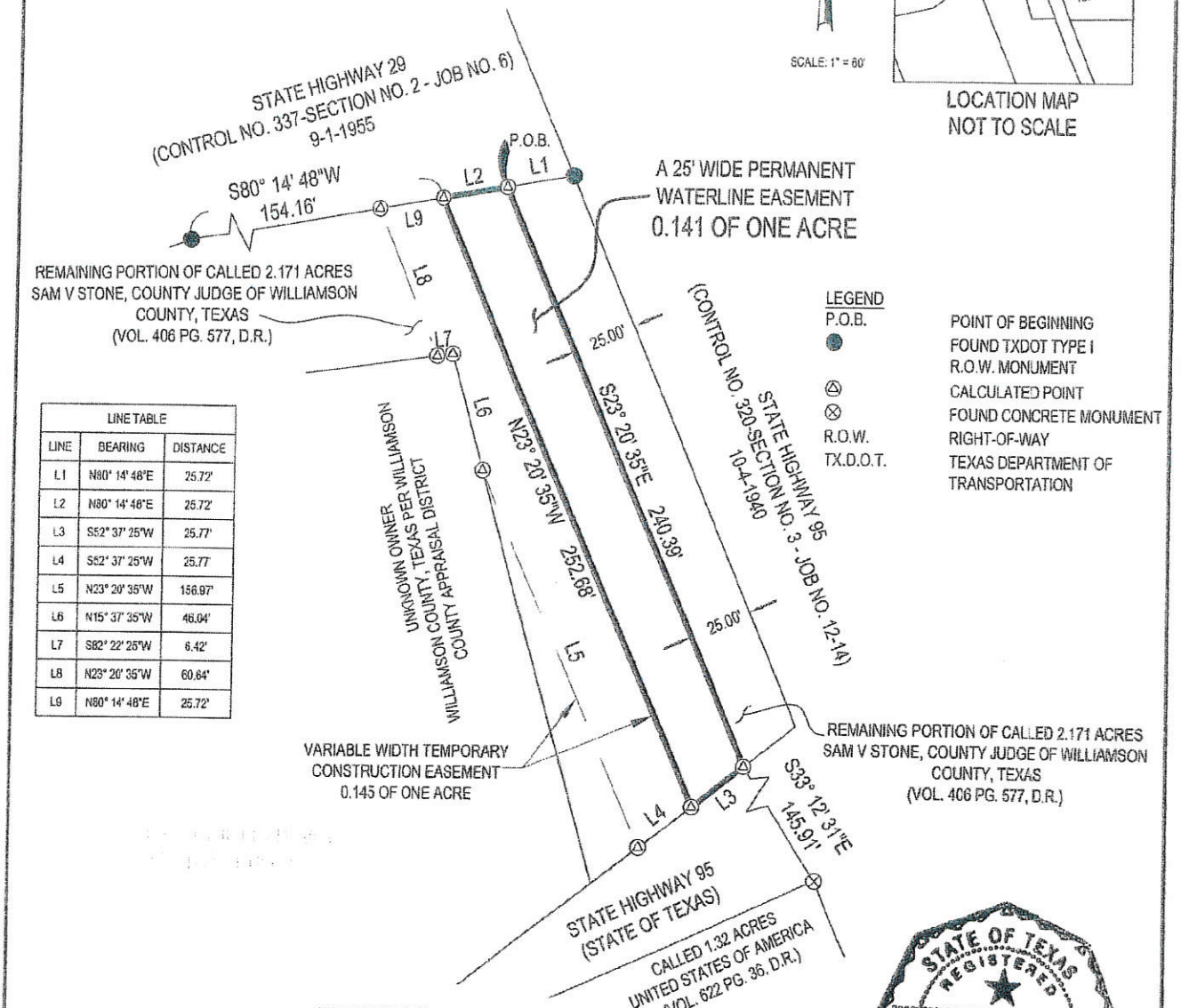
EXHIBIT A



SCALE: 1" = 60'



LOCATION MAP
NOT TO SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N80° 14' 48"E	25.72'
L2	N80° 14' 48"E	25.72'
L3	S52° 37' 25"W	25.77'
L4	S52° 37' 25"W	25.77'
L5	N23° 20' 35"W	156.97'
L6	N15° 37' 35"W	46.04'
L7	S82° 22' 25"W	6.42'
L8	N23° 20' 35"W	60.64'
L9	N80° 14' 48"E	25.72'

LEGEND

P.O.B.	POINT OF BEGINNING
●	FOUND TXDOT TYPE I R.O.W. MONUMENT
△	CALCULATED POINT
⊗	FOUND CONCRETE MONUMENT
R.O.W.	RIGHT-OF-WAY
TX.D.O.T.	TEXAS DEPARTMENT OF TRANSPORTATION

EXHIBIT OF

A 25' WIDE PERMANENT WATERLINE EASEMENT, BEING 0.141 OF ONE ACRE, LOCATED IN THE ABSALOM JETT SURVEY, ABSTRACT NO. 343, WILLIAMSON COUNTY, TEXAS AND BEING OVER AND ACROSS THE REMAINING PORTION OF A CALLED 2.171 ACRE TRACT OF LAND AS CONVEYED TO SAM V. STONE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS OF RECORD IN VOLUME 406 PAGE 577 OF THE DEED PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
KYLE L. PRESSLER
6528
PROFESSIONAL
LAND SURVEYOR

6/16/2017

MATKINHOOVER
ENGINEERING & SURVEYING
P.O. BOX 81
8 SPENCER ROAD SUITE 106
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
TEXAS REGIS.ENGINEERING FIRM F-9203512
TEXAS REGIS.SURVEYING FIRM F-10024600
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

KYLE L. PRESSLER DATE: JUNE 16, 2017
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
JOB NO. 16-4019 WILLIAMSON COUNTY EASEMENT
ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO: THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG. A, SUITE 156 MC-230 AUSTIN, TX 78753
PHONE: 512-239-5263 ; FAX: 512-239-5253

MATKIN HOOVER
ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006
PHONE: 830-249-0600 FAX: 830-249-0099
TEXAS REGISTERED SURVEYING FIRM F-10024000

FIELD NOTES FOR A 25' WIDE PERMANENT WATERLINE EASEMENT
(BEING 0.141 OF ONE ACRE)

A **25' WIDE PERMANENT WATERLINE EASEMENT**, BEING **0.141 OF ONE ACRE**, LOCATED IN THE ABSALOM JETT SURVEY, ABSTRACT NO. 343, WILLIAMSON COUNTY, TEXAS AND BEING OVER AND ACROSS THE REMAINING PORTION OF A CALLED 2.171 ACRE TRACT OF LAND AS CONVEYED TO SAM V. STONE, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS OF RECORD IN VOLUME 406 PAGE 577 OF THE DEED PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID **25' WIDE PERMANENT WATERLINE EASEMENT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southerly right-of-way line of State Highway 29, Control No. 337-Section No. 2-Job No. 6, dated 9-1-1955, and for the northeast corner of the easement described herein, from which a found Texas Department of Transportation Type I right-of-way monument for the southeast corner of State Highway 29, in the easterly line of said 2.171 acre tract and the westerly line of State Highway 95, Control No. 320-Section No. 3-Job No. 12-14, dated 10-4-1940, bears, N 80° 14' 48" E, a distance of 25.72 feet;

THENCE: S 23° 20' 35" E, departing the southerly right-of-way line of State Highway 29, 25.00 feet southwest of and parallel to the common line between State Highway 95 and the 2.171 acre tract and over and across said 2.171 acre tract, a distance of **240.39 feet** to a calculated point in a northwesterly right-of-way line of State Highway 95, the southerly line of said 2.171 acre tract and for the southeast corner of the easement described herein, from which a found concrete monument for an interior corner in the westerly right-of-way line of State Highway 95 and for the northeast corner of a called 1.32 acre tract of land as conveyed to the United States of America of record in Volume 622 Page 36 of the Deed Records of Williamson County, Texas bears, S 33° 12' 31" E, a distance of 145.91 feet;

THENCE: S 52° 37' 25" W, along and with the westerly right-of-way line of State Highway 95 and the southerly line of said 2.171 acre tract, a distance of **25.77 feet** to a calculated point for the southwest corner of the easement described herein;

THENCE: N 23° 20' 35" W, departing the westerly right-of-way line of State Highway 95, 50.00 feet southwest of and parallel to the common line between State Highway 95 and the 2.171 acre tract and over and across said 2.171 acre tract, a distance of **252.68 feet** to a calculated point in the southerly right-of-way line of State Highway 29 and for the northwest corner of the easement described herein, from which a found Texas Department of Transportation Type I right-of-way

monument for an angle in the southerly right-of-way line of State Highway 29 bears, S 80° 14' 48" W, a distance of 154.16 feet;

THENCE: **N 80° 14' 48" E**, along and with the southerly right-of-way line of State Highway 29, a distance of **25.72 feet** to the **POINT OF BEGINNING** and containing **0.141 of one acre** of land, more or less, situated in Williamson County, Texas.

Note: There is also a variable width Temporary Construction Easement, being southwesterly of, adjacent to and parallel with the southwest easement line of the above description and as shown on the accompanying survey plat.

The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.



Job # 16-4019 0.141 Acres – Williamson County
Date: June 16, 2017

Commissioners Court - Regular Session **18.**

Meeting Date: 10/16/2018

Vehicle Reimbursement Agreement for ERCOT 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 Agreement with Electric Reliability Council of Texas, Inc. (ERCOT event at EXPO Center)

Background

This agreement gives permission for Electric Reliability Council of Texas, Inc. (ERCOT) 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

ERCOT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/09/2018 04:09 PM
Form Started By: Starla Hall		Started On: 10/09/2018 02:47 PM
Final Approval Date: 10/09/2018		

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: Electric Reliability Council of Texas (ERCOT)

Signature: _____

Printed Name: Gene J. Goetz

Title: Senior Manager, Physical Security

Date: 10/1, 2018

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: _____

Date: 10-9, 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

Commissioners Court - Regular Session **19.**

Meeting Date: 10/16/2018

Diamond Surveying WA8 Sup1 On Call Survey

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for On Call Survey - Various County Roads for Williamson County Road and Bridge.

Background

This supplemental is to extend the expiration date to September 30, 2019 and increase the maximum amount payable to $91,680.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond Surveying WA8 Sup1 On Call Survey

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/10/2018 11:21 AM
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Vicky Edwards		Started On: 10/10/2018 09:03 AM
Final Approval Date: 10/10/2018		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _8___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Survey – Various County Roads

This Supplemental Work Authorization No. _1__ to Work Authorization No. _8___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. _8___ dated effective **December 18, 2017** (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to **September 30, 2019**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to $ **91,680.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

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

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

SURVEYOR:	**COUNTY:**
By: _____	By: _____
Signature	Signature
SHANE SHAFER	Dan Gattis
Printed Name	Printed Name
PRES.	County Judge
Title	Title
10/10/2018	
Date	Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session **20.**

Meeting Date: 10/16/2018

Discuss consider and take appropriate action on approval of the final plat for the The Ridge at Cross Creek Phase 3 subdivision - Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Ridge at Cross Creek Phase 3 subdivision - Precinct 3.

Background

This is the next section of the Ridge at Cross Creek development. It consists of 9 lots and 547 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $80,000 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

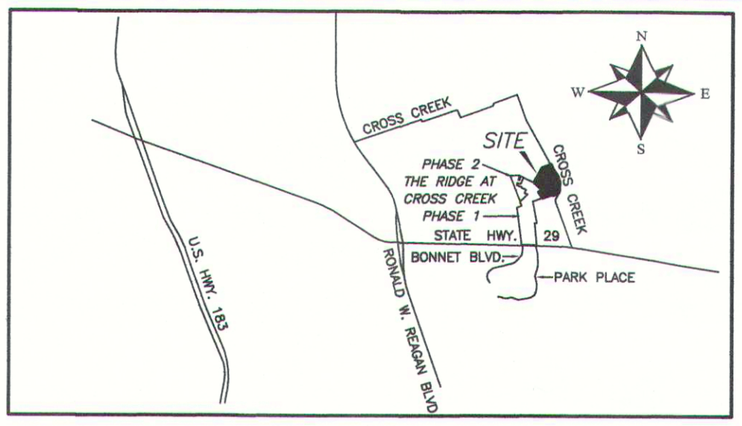
Attachments

final plat - Ridge at Cross Creek Ph 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 12:28 PM
Form Started By: Adam Boatright		Started On: 10/04/2018 09:43 AM
Final Approval Date: 10/11/2018		

FINAL PLAT OF
THE RIDGE AT CROSS CREEK
PHASE 3



LOCATION MAP
(NOT TO SCALE)

BENCHMARK INFORMATION:

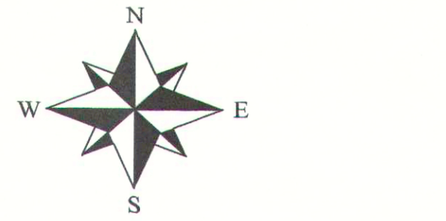
T.B.M = CHISELED "X" SET ON RIBBON CURB, LOCATED ± 20 FEET NORTHWEST OF AND IN LINE WITH THE PROJECTION OF THE COMMON LOT LINE OF LOTS 21 AND 22, BLOCK A.

ELEV. = 936.17

VERTICAL DATUM: NAVD 88 (GEOID 03)

LEGEND:

●	= 1/2" IRON ROD FOUND
G&R ●	= IRON ROD WITH G&R CAP FOUND
○	= IRON ROD WITH G&R CAP SET
△	= CALCULATED POINT
■	= BENCHMARK
Ⓐ	= BLOCK NAME
PUE	= PUBLIC UTILITY EASEMENT
B.L.	= BUILDING LINE
S.E.	= SANITARY EASEMENT



SCALE: 1"=100'

0 50 100 200 400

BEARING BASIS:TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

DATE: FEBRUARY 14, 2018

OWNER:
RAS LEVEL 2 HOLDINGS, LP
PO BOX 519
LIBERTY HILL, TX 78642
512-299-6617 FAX: _____
luke@clearrockllc.com

SURVEYOR:
G&R SURVEYING, LLC
1805 OUIDA DRIVE
AUSTIN, TX 78728
512-267-7430 FAX: 512-836-8385
pmclaughlin@grsurveying.com

ENGINEER:
JAY ENGINEERING COMPANY, INC.
P.O. BOX 1220
LEANDER, TX 78646
512-259-3882 FAX: 512-259-8016
skiger@jaeco.net

158.017 AC.
RAS LEVEL 2 HOLDINGS, LP
(DOC. NO. 2014099265)

REMAINDER OF 133.366 AC.
RAS LEVEL 2 HOLDINGS, LP
(DOC. NO. 2014041528)

97.52 AC.
MILTON LEE OWEN, JR., ET UX
(VOL. 2567, PG. 317)

22.66 AC.
MRS. SAM GOLDENBERG
(VOL. 1705, PG. 793)

THE RIDGE AT CROSS CREEK
PHASE 1
(DOC. NO. 2016073172)

GREENLEAF FISK SURVEY,
ABS. NO. 5

A.H. PORTER SURVEY,
ABS. NO. 490

LIMITS OF 100 YEAR FLOODPLAIN PER FLOODPLAIN STUDY

APPROXIMATE FEMA 100 YEAR FLOODPLAIN

APPROXIMATE GEORGETOWN ETJ

APPROXIMATE SURVEY LINE

DEED LINE

75' OSSF SETBACK

100' RAD. S.E.

25' B.L.

2.5' PUE

10' PUE

60' RAD.

POB

N68°59'11"E 563.52'

443.98'

N29°05'25"E 914.88'

271.21'

199.69'

N52°37'41"W 128.95'

N46°41'51"W 326.82'

N47°26'35"W 180.03'

N65°54'19"E 111.45'

N35°10'51"W 722.49'

N44°52'26"W 677.58'

N40°46'52"E 242.04'

85.54'

156.50'

119.27'

119.89'

2.87'

N12°26'36"E 1186.30'

L1 S22°31'31"E 158.89'

L2 S32°18'01"E 431.63'

L3 S21°54'31"E 215.95'

L4 31.10'

L5 S06°50'31"E 92.10'

L6 107.43'

L7 S04°23'29"W 107.43'

L8 S24°38'07"W 137.83'

L9 S70°00'04"W 294.02'

L10 S73°34'28"W 157.32'

L11 N65°54'19"E 111.45'

42.34'

166.96'

148.03'

S69°02'18"W 357.33'

S60°50'31"E 704.99'

S49°27'11"E 484.06'

S41°57'16"E 381.87'

S37°19'57"E 331.16'

N34°20'45"W 318.91'

N71°03'31"E 719.36'

70.52'

5.33'

30.10'

132.50'

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12

60' ACCESS ESMT.
(VOL. 2277, PG. 788)

50' PIPELINE ESMT.
(DOC. NO. 2017017158)

ROAD WIDENING EASEMENT

CROSS CREEK ROAD

CREEK CROSSING DRIVE (60' R.O.W.)

VIEW DRIVE

CREEK CROSSING DRIVE

EXISTING WELL

28	459192 SQ. FT.	
27	413524 SQ. FT.	
26	240718 SQ. FT.	
25	142945 SQ. FT.	
24	63256 SQ. FT.	
23	50638 SQ. FT.	
22	43703 SQ. FT.	
29	136527 SQ. FT.	
30	111879 SQ. FT.	

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1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

L:\18143-THE RIDGE AT CROSS CREEK PHASE 3\DWG\18143_GR-PLAT-PHASE 3.dwg 10/4/2018 9:39:40 AM CDT

FINAL PLAT OF
THE RIDGE AT CROSS CREEK
PHASE 3

METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 39.099 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, BEING A PORTION OF A 133.366 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RAS LEVEL 2 HOLDINGS, LP IN DOCUMENT NUMBER 2014041528, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 39.099 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND IN THE WESTERLY LINE OF A 97.52 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO MILTON LEE OWEN, JR., ET UX IN VOLUME 2567, PAGE 317, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE MOST EASTERLY OR SOUTHEAST CORNER OF A 158.017 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RAS LEVEL 2 HOLDINGS, LP IN DOCUMENT NUMBER 2014099265, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST NORTHERLY OR NORTHEAST CORNER OF SAID 133.366 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 133.366 ACRE TRACT AND SAID 97.52 ACRE TRACT, THE FOLLOWING FIFTEEN (15) COURSES:

1. S12°44'01"E, A DISTANCE OF 69.01 FEET TO A CALCULATED POINT;
2. S22°31'31"E, A DISTANCE OF 158.89 FEET TO A CALCULATED POINT;
3. S28°01'31"E, A DISTANCE OF 94.92 FEET TO A CALCULATED POINT;
4. S32°18'01"E, A DISTANCE OF 431.63 FEET TO A CALCULATED POINT;
5. S16°09'01"E, A DISTANCE OF 112.80 FEET TO A CALCULATED POINT;
6. S21°54'31"E, A DISTANCE OF 215.95 FEET TO A CALCULATED POINT;
7. S03°38'01"E, A DISTANCE OF 46.91 FEET TO A CALCULATED POINT;
8. S07°04'29"W, A DISTANCE OF 46.34 FEET TO A CALCULATED POINT;
9. S07°53'29"W, A DISTANCE OF 65.44 FEET TO A CALCULATED POINT;
10. S04°23'29"W, A DISTANCE OF 107.43 FEET TO A CALCULATED POINT;
11. S06°50'31"E, A DISTANCE OF 92.10 FEET TO A CALCULATED POINT;
12. S01°11'29"W, A DISTANCE OF 92.74 FEET TO A CALCULATED POINT;
13. S17°20'54"W, A DISTANCE OF 67.15 FEET TO A 1/2" IRON ROD FOUND;
14. S24°38'07"W, A DISTANCE OF 137.83 FEET TO A 1/2" IRON ROD FOUND;
15. S70°00'04"W, A DISTANCE OF 294.02 FEET TO A 1/2" IRON ROD FOUND AT THE COMMON CORNER OF SAID 133.366 ACRE TRACT, SAID 97.52 ACRE TRACT AND A 22.66 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO MRS. SAM GOLDENBERG, IN VOLUME 1705, PAGE 793, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE WITH THE COMMON LINE OF SAID 133.366 ACRE TRACT AND SAID 22.66 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

1. N60°30'35"W, A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD FOUND;
2. N83°19'25"W, A DISTANCE OF 79.41 FEET TO A 1/2" IRON ROD FOUND;
3. S73°34'28"W, A DISTANCE OF 157.32 FEET TO A 1/2" IRON ROD FOUND;
4. S69°02'18"W, A DISTANCE OF 357.33 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE MOST EASTERLY OR SOUTHEAST CORNER OF LOT 21, BLOCK A, THE RIDGE AT CROSS CREEK PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2016073172, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE MOST SOUTHERLY OR SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 133.366 ACRE TRACT, WITH THE NORTHEASTERLY LINE OF SAID THE RIDGE AT CROSS CREEK PHASE 1, THE FOLLOWING SEVEN (7) COURSES:

1. N34°20'45"W, A DISTANCE OF 318.91 FEET TO AN IRON ROD WITH G&R CAP FOUND;
2. N24°05'41"W, A DISTANCE OF 60.00 FEET TO AN IRON ROD WITH G&R CAP FOUND;
3. N65°54'19"E, A DISTANCE OF 111.45 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
4. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 118.39 FEET AND A CHORD WHICH BEARS N53°20'35"E, A DISTANCE OF 117.45 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE END OF SAID CURVE;
5. N47°26'35"W, A DISTANCE OF 180.03 FEET TO AN IRON ROD WITH G&R CAP FOUND;
6. N46°41'51"W, A DISTANCE OF 326.82 FEET TO AN IRON ROD WITH G&R CAP FOUND;
7. N52°37'41"W, A DISTANCE OF 128.95 FEET TO AN IRON ROD WITH G&R CAP FOUND, FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N29°05'25"E, LEAVING THE NORTHEASTERLY LINE OF SAID THE RIDGE AT CROSS CREEK PHASE 1, AND CONTINUING OVER AND ACROSS SAID 133.366 ACRE TRACT, A DISTANCE OF 914.88 FEET TO AN IRON ROD WITH G&R CAP SET IN THE NORTHERLY LINE OF SAID 133.366 ACRE TRACT, SAME BEING THE SOUTHERLY LINE OF SAID 158.017 ACRE TRACT, FOR THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N68°59'11"E, WITH THE NORTHERLY LINE OF SAID 133.366 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 158.017 ACRE TRACT, A DISTANCE OF 563.52 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 39.099 ACRES OF LAND MORE OR LESS.

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	25°07'27"	270.00'	118.39'	N53°20'35"E	117.45'	60.16'
C2	25°07'27"	330.00'	144.70'	N53°20'35"E	143.55'	73.53'
C3	51°19'04"	20.00'	17.91'	N15°07'20"E	17.32'	9.61'
C4	282°38'08"	60.00'	295.98'	N49°13'08"W	75.00'	48.04'
C5	51°19'04"	20.00'	17.91'	S66°26'24"W	17.32'	9.61'
C6	3°00'08"	330.00'	17.29'	N64°24'15"E	17.29'	8.65'
C7	22°07'19"	330.00'	127.41'	N51°50'32"E	126.62'	64.51'
C8	45°16'22"	60.00'	47.41'	S12°05'59"W	46.19'	25.02'
C9	75°26'43"	60.00'	79.01'	S72°27'31"W	73.42'	46.41'
C10	60°23'17"	60.00'	63.24'	N39°37'29"W	60.35'	34.91'
C11	60°23'47"	60.00'	63.25'	N20°46'03"E	60.36'	34.92'
C12	41°08'00"	60.00'	43.07'	N71°31'56"E	42.16'	22.51'

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S12°44'01"E	69.01'
L2	S28°01'31"E	94.92'
L3	S16°09'01"E	112.80'
L4	S03°38'01"E	46.91'
L5	S07°04'29"W	46.34'
L6	S07°53'29"W	65.44'
L7	S01°11'29"W	92.74'
L8	S17°20'54"W	67.15'
L9	N60°30'35"W	28.28'
L10	N83°19'25"W	79.41'
L11	N24°05'41"W	60.00'

STREET LENGTH AND DESIGN SPEED TABLE

STREET NAME	LENGTH	DESIGN SPEED
CREEK CROSSING DRIVE	547'	25 MPH

FEMA MINIMUM FINISHED FLOOR ELEVATIONS TABLE

BLOCK	LOT	M.F.F.E.
A	22	932.5
A	23	928.6
A	24	925.8
A	25	924.3
A	26	922.5
A	27	922.5
A	28	922.0
A	29	922.0
A	30	922.0

FLOODPLAIN STUDY MINIMUM FINISHED FLOOR ELEVATIONS TABLE

BLOCK	LOT	M.F.F.E.
A	22	927.1
A	23	926.0
A	24	925.4
A	25	924.3
A	26	924.1
A	27	924.3
A	28	924.5
A	29	924.1
A	30	924.5

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FIRM NO. 10032000

L:\18143-THE RIDGE AT CROSS CREEK PHASE 3\DWG\18143_GR-PLAT-PHASE 3.dwg 10/4/2018 9:39:40 AM CDT

FINAL PLAT OF
THE RIDGE AT CROSS CREEK
PHASE 3

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

THAT, RAS LEVEL 2 HOLDINGS, LP, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2014041528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE RIDGE AT CROSS CREEK PHASE 3.

10-4-18

LUKE BASEY, MANAGER DATE:
RAS LEVEL 2 HOLDINGS, LP
PO BOX 519
LIBERTY HILL, TX 78642

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, LUKE BASEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4th DAY OF October, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON 3/7/2022

LINDA GUTHRIE
Notary Public, State of Texas
Expires MARCH 07, 2022
I.D.# 617136-8

PLAT NOTES:

1. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

   THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
3. A PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE" AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0275E, EFFECTIVE SEPTEMBER 26, 2008.
4. A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
7. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
8. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
9. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
10. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN.
11. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
12. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).
13. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
14. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
15. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
16. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO CREEK CROSSING DRIVE.
17. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) PER FEMA AND AS DETERMINED BY A STUDY PREPARED BY SCHEIBE CONSULTING, LLC, PROJECT NO. 00101, DATED OCTOBER 30, 2017.
18. EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
19. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, WILLIAM C. STEWART, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

WILLIAM C. STEWART 10-04-18
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5785

STATE OF TEXAS REGISTERED WILLIAM C. STEWART 5785 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, SAMUEL D. KIGER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND THAT A PORTION OF THIS SUBDIVISION IS WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN AS PER FLOOD PLAIN STUDY SHOWN HEREON. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

SAMUEL D. KIGER, P.E.
STATE OF TEXAS NO. 89353
P.O. BOX 1220
LEANDER, TEXAS 78646-1220
512-259-3882

STATE OF TEXAS SAMUEL D. KIGER 89353 LICENSED PROFESSIONAL ENGINEER

10-9-18

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 4th DAY OF October 2018 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR Teresa Baker

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

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

10/9/18
DATE

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

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

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY

OFFICE ON THE _____ DAY OF _____, 20___, A.D. AT_____O'CLOCK__M., AND

DULY RECORDED ON THE _____ DAY OF _____. 20___, A.D. AT _____O'CLOCK

__M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY

OF _____, 20___, A.D.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY_____
DEPUTY

C&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

Commissioners Court - Regular Session **21.**

Meeting Date: 10/16/2018

Lone Star Regional Water Authority Board Appointment

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting the resignation of Landy Warren as one of the two Williamson County directors serving on the governing body of the Lone Star Regional Water Authority; and appointing Hollis Bone to serve in place of him for a three year term commencing effective September 1, 2018 and continuing thereafter until September 1, 2021.

Background

Hollis Bone was nominated by Commissioner Larry Madsen. He will be filling the vacancy left by Landy Warren who resigned effective July 25, 2018. His term would have expired on September 1, 2018, leaving a vacant seat. Mr. Bone has the financial background and overall business experience needed to serve on the Board.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Warren Resignation

Bone Resume

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/04/2018 09:11 AM
Form Started By: Julia Cooper		Started On: 10/03/2018 08:16 AM
Final Approval Date: 10/04/2018		

From: Landy Warren
To: Judge Gattis; "Tom Ray"; Richard Hamala
Subject: Lone Star Regional Water
Date: Wednesday, July 25, 2018 8:52:54 AM
Attachments: image001.png

Good morning all,

I have already advised Judge Gattis, but need to get this out to make it official. I am retiring from banking, and Lori and I are moving to Albany, Texas effective August 3. It is a whirlwind development, and I have an opportunity that was too good to pass up, and will be living in a 1 stoplight town (population 2,000) where we had been planning on retiring in 3 years.

Long story short, I am resigning from the Board of Lone Star Regional Water Authority, effective immediately. Of course, I remain available by telephone, e-mail (personal is landywarren56@gmail.com<mailto:landywarren56@gmail.com>) and any resources I can assist with from afar.

Bryant Smith is the Vice President of the Board, and so it is appropriate for him to handle Board leadership until my spot is filled. Bryant is coming to my office tomorrow for a full briefing.

Lone Star has been one of the most enjoyable board assignments of my career, so my sincere thanks to Judge and the Williamson County Commissioner's Court for being appointed and allowed to serve. Tom and Richard, you are both top notch, and it has been a privilege to work with you both.

As stated above, I am always available to you all.

Landy L. Warren
Round Rock Banking Center President
NMLS #530673
1900 Round Rock Avenue
Round Rock, Texas 78681
D: 512.600.6910 C: 512.965.5871
F: 512.600.8101
E: lwarren@rbanktexas.com<mailto:lwarren@rbanktexas.com> W: www.rbanktexas.com<http://www.rbanktexas.com/>

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J. Hollis Bone

2601 HENLEY DRIVE • ROUND ROCK, TEXAS 78681
PHONE (512) 695-7340 • EMAIL j.hollis.bone@gmail.com

Career Objective

Continued growth within the financial services industry, requiring self-motivation and providing opportunities for further advancement in the managerial field.

Professional Experience

2013 – Present **R Bank Texas** **Round Rock, Texas**

Banking Center President (2015-Present)

Responsible for the financial and operational performance of the Round Rock East branch in Round Rock, Texas. Manage the budget and staff management of the banking center. Reports directly to the CEO of the organization.

Executive Vice President / Commercial Lender (2013-Present)

Manage and maintain quality in an existing business customer portfolio in accordance with policy and procedures. Develop new business, analyze new loan requests, structure large loan applications, cross-sell all services of the bank, and represent and promote the bank at civic and social functions.

2010 – 2013 **Wells Fargo Bank, N.A.** **Round Rock, Texas**

Principal Relationship Manager / Senior Vice President – Business Banking

Managed and maintained quality in an existing business customer portfolio in accordance with policy and procedures. Developed new business, analyzed new loan requests, structured large loan applications, cross-sold all services of the bank, and represented and promoted the bank at civic and social functions.

2005 – 2010 **Wells Fargo Bank, N.A.** **Round Rock, Texas**

Business Banking Manager / Senior Vice President – Business Banking

Manage a team of Business Relationship Managers, Business Sales Associates, and Credit Analysts in the Round Rock, Texas market. Exercise the usual authority of a manager in the hiring, training, motivating and developing team members. Promote the growth of the team's portfolio by implementing marketing and business plans, reviewing the quality of the team's business, and ensuring the loan portfolio remains sound. Review credit limits of Relationship Managers and ensure all credit decisions are in compliance with policies and standards. Represent and promote the bank at civic and social functions.

2000 – 2005 **Wells Fargo Bank, N.A.** **Round Rock, Texas**

Senior Business Relationship Manager / Vice President – Business Banking

Managed and maintained quality in an existing business customer portfolio in accordance with policy and procedures. Developed new business, analyzed new loan requests, structured large loan applications, cross-sold all services of the bank, and represented and promoted the bank at civic and social functions.

1997 – 2000 **Bank One, Texas, N.A.** **Austin, Texas**

Assistant Vice President – Middle Market Banking

See Business Relationship Manager responsibilities as identified above.

Upon resignation from position, was managing a $43 million loan portfolio.

1994 – 1997 **Norwest Banks, Texas** **Austin, Texas**

Business Banking Officer (1995 – 1997)

See Business Relationship Manager responsibilities as identified above.

Credit Analyst (1994 – 1995)

As an analyst, assisted lending officers with analysis and presentation of loan requests. Spread and analyzed financial statements of new and existing customers. Assisted as needed on special projects.

1988 – 1994 **Baker & Botts Law Firm** **Austin, Texas**

Legal Assistant (1993 – 1994)

Legal Assistant Clerk (1988 – 1993)

Education

1991 - 1993 **St. Edward's University** **Austin, Texas**

BBA in Finance

Graduated May 1993, Cumulative GPA: 3.4/4.0

1986 - 1991 **Austin Community College** **Austin, Texas**
Summer 1985 **Houston Community College** **Houston, Texas**
1983 – 1986 **The University of Texas at Austin** **Austin, Texas**

Community Activities

Member, Board of Directors, Round Rock Police Foundation (2015-Present)
Member, Board of Directors, RRISD Partners In Education (2013-Present)
Chairman, Chisholm Trail District, Boy Scouts of America (2011-2012, 2017-Present)
Member, Committee, Round Rock Economic Dev. Partnership (2008 – Present)
Member, Board of Directors, Hutto Chamber of Commerce (2015-2017)
Planning & Zoning Commission, City of Round Rock (2013-2016)
Member, Board of Directors, Round Rock Foundation for the Arts (2016)
Member, Board of Directors, Round Rock Area Arts Council (2013-2015)
Transportation and Economic Development Corp, City of Round Rock (2008-2013)
Chairman, Board of Directors, Round Rock Chamber of Commerce (2007-2008)
Member, Board of Directors, Round Rock Chamber of Commerce (2006-2009)
President, Board of Directors, RMA of Central Texas (2004–2006)
Member, Board of Directors, RMA of Central Texas (2002-2006)
Member, Board of Directors, Junior Achievement of Central Texas (2004-2007)
Member, Planning Committee, Leadership Round Rock (2002-2014)
Member, Leadership Round Rock Class of 2001-2002
Member, Board of Directors, Greater Austin Chamber of Commerce (1998-2000)

Interests

Golf, Baseball, Reading, Music, Computers

Awards Received

Alumni Achievement Award–St. Edward's University–June 2001
Eagle Scout, Boy Scouts of America

Commissioners Court - Regular Session **22.**

Meeting Date: 10/16/2018

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 09:57 AM
Final Approval Date: 09/18/2018		

Commissioners Court - Regular Session **23.**

Meeting Date: 10/16/2018

Road Bond Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2018 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:51 AM
Form Started By: Dawn Haggard		Started On: 10/08/2018 04:56 PM
Final Approval Date: 10/11/2018		

ROAD BOND PROGRAM

Construction Summary Report

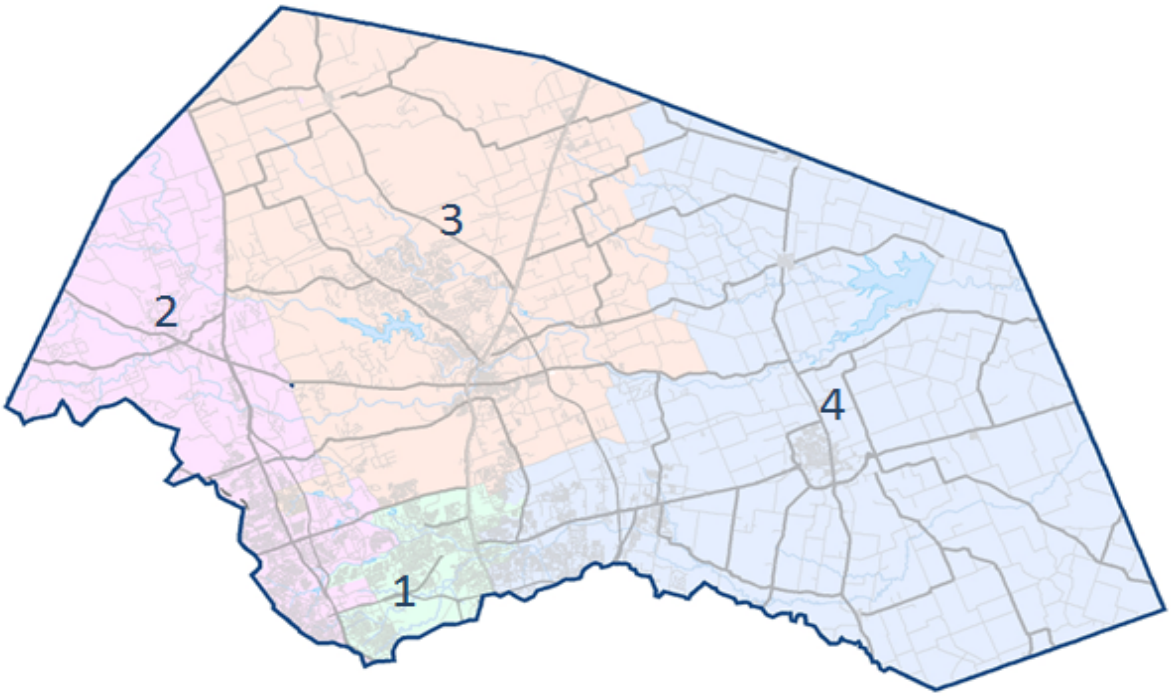
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

October 2018

WWW.ROADBOND.ORG

Volume XVII - Issue No.10



Presented By:

PRIME STRATEGIES, INC.

HNTB

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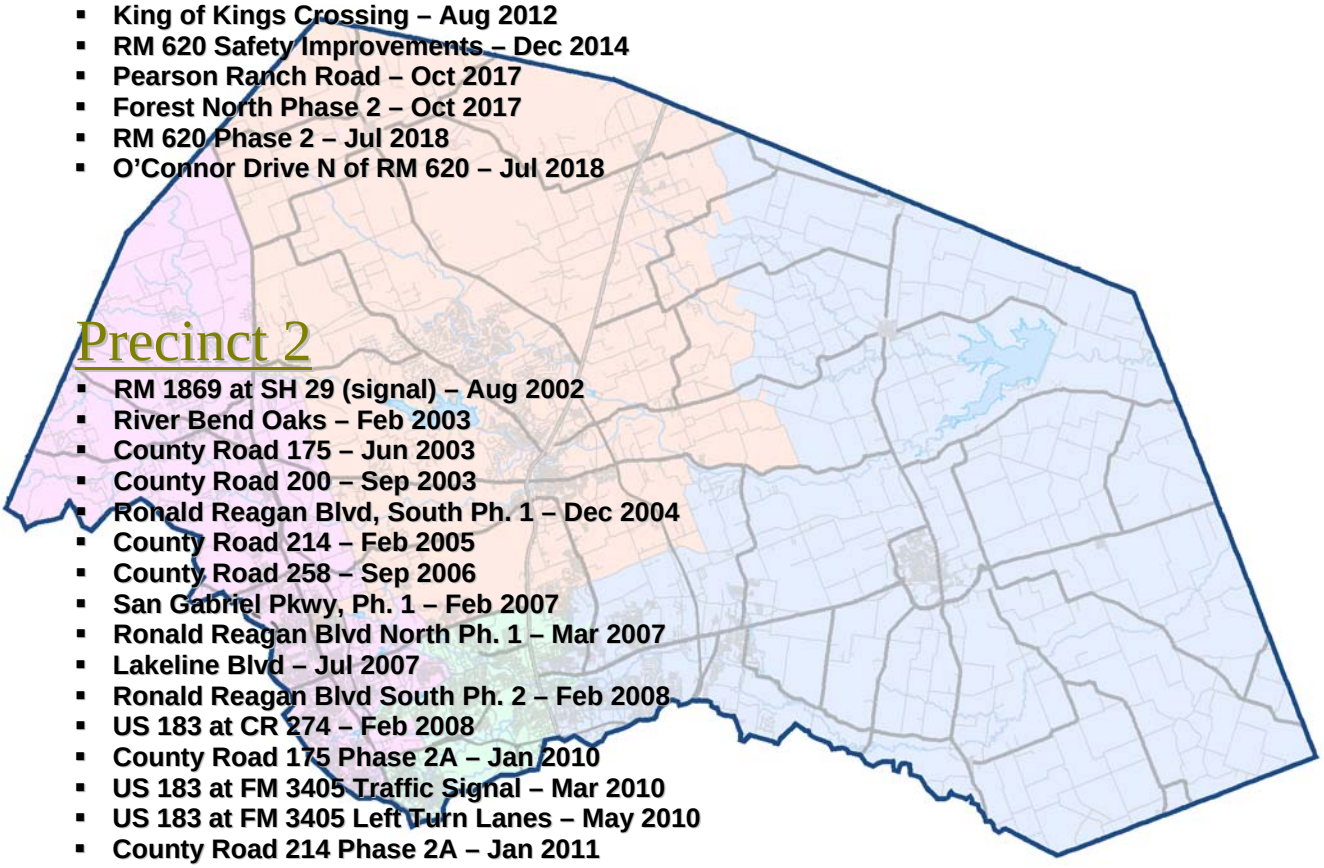
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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



Precinct 2

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

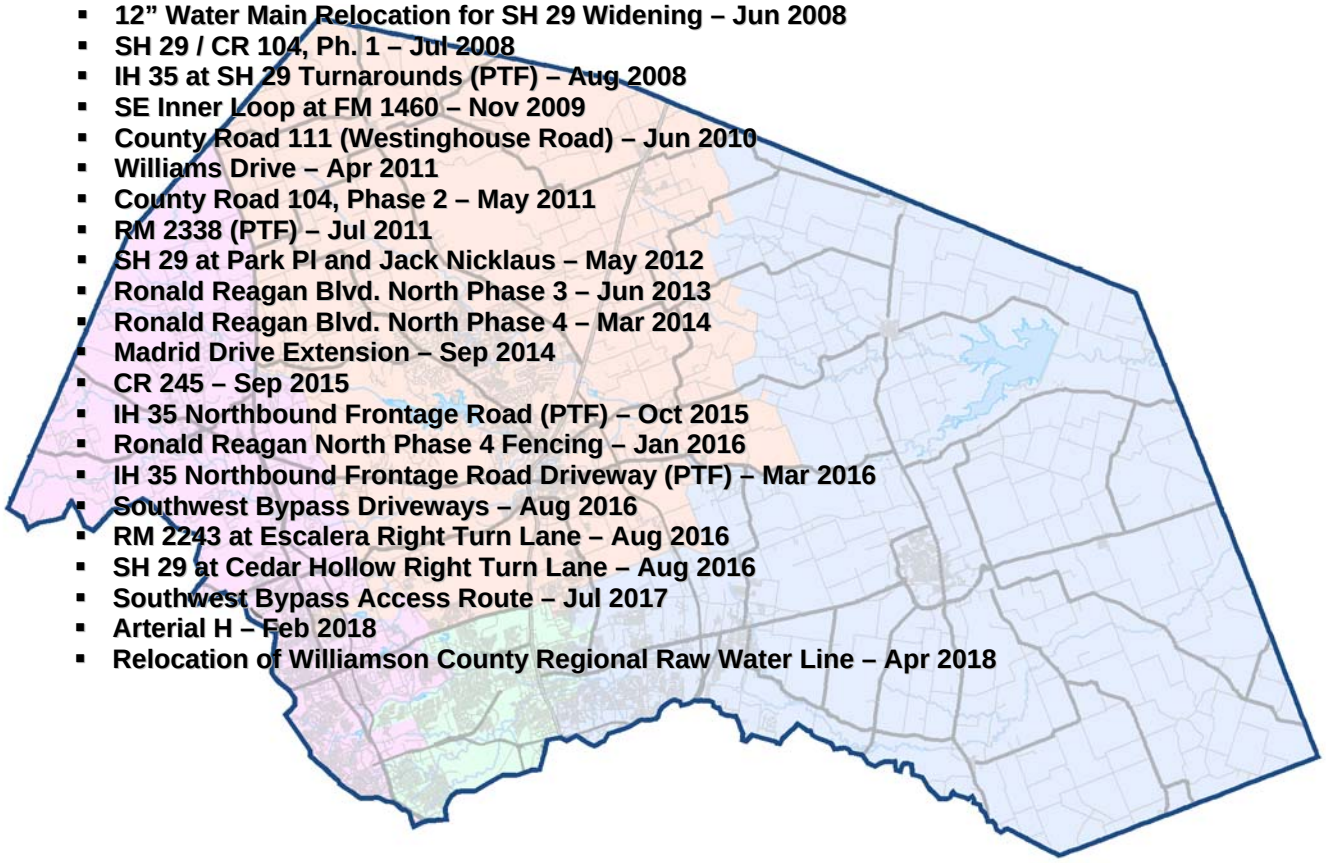
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

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



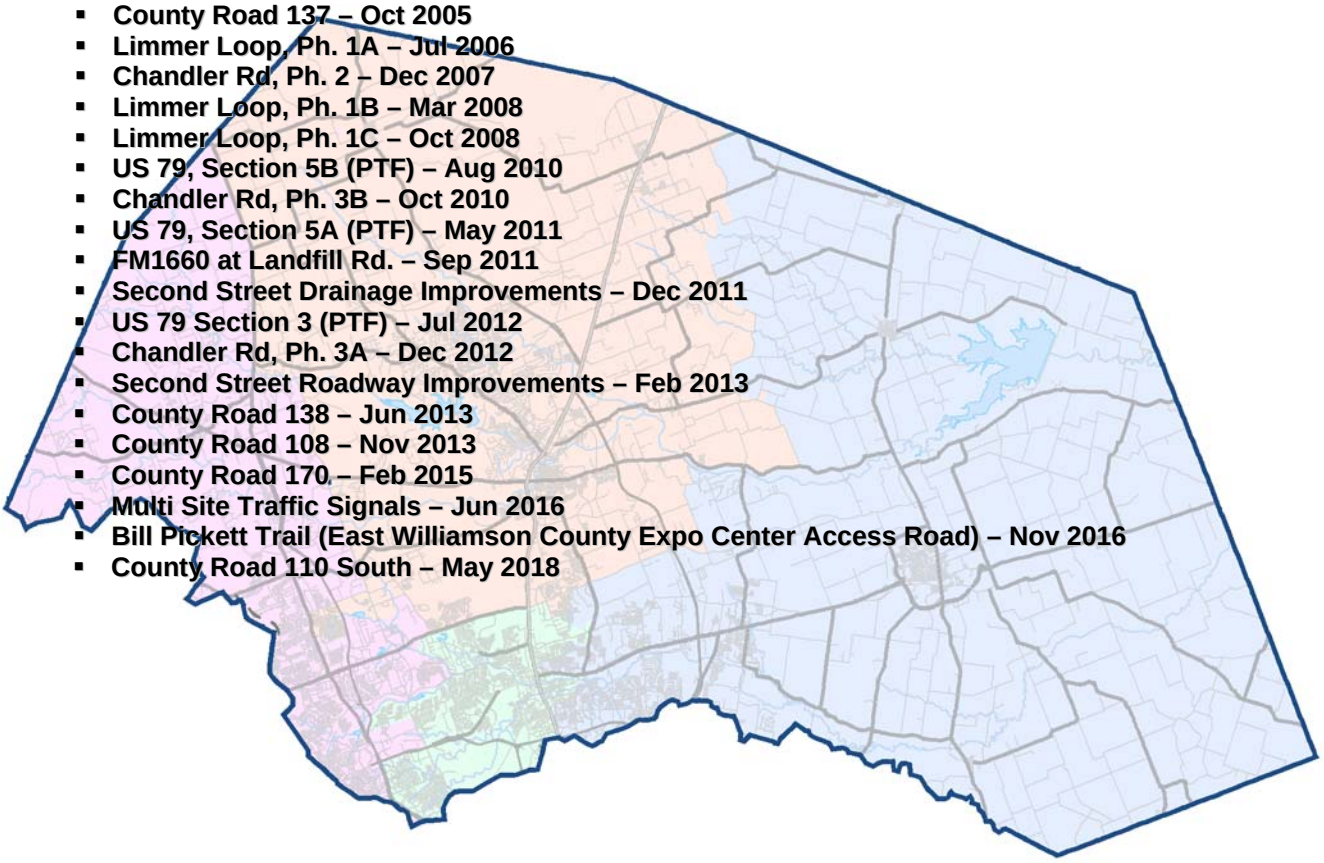
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

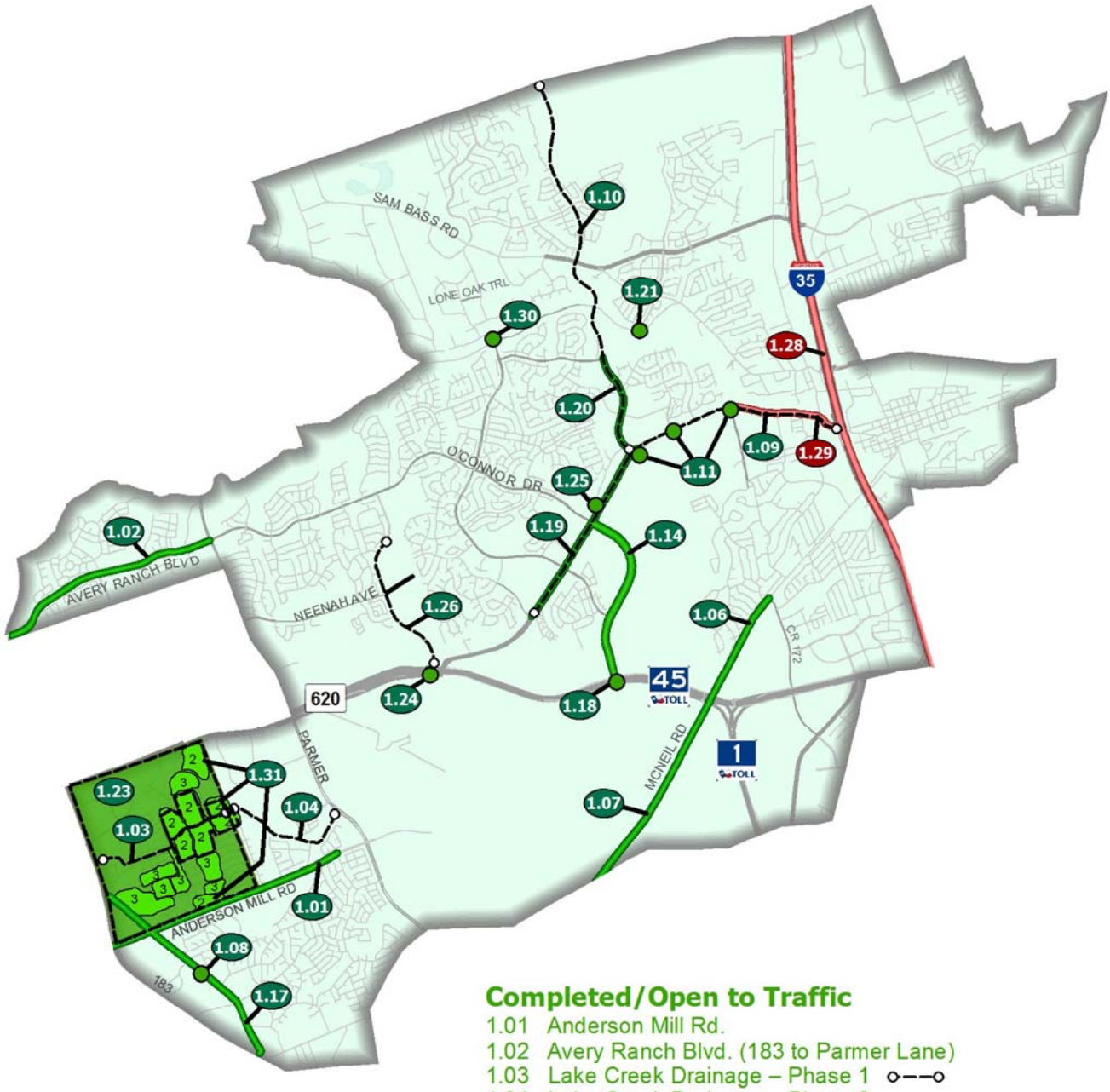
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2018

Precinct 4

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



2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



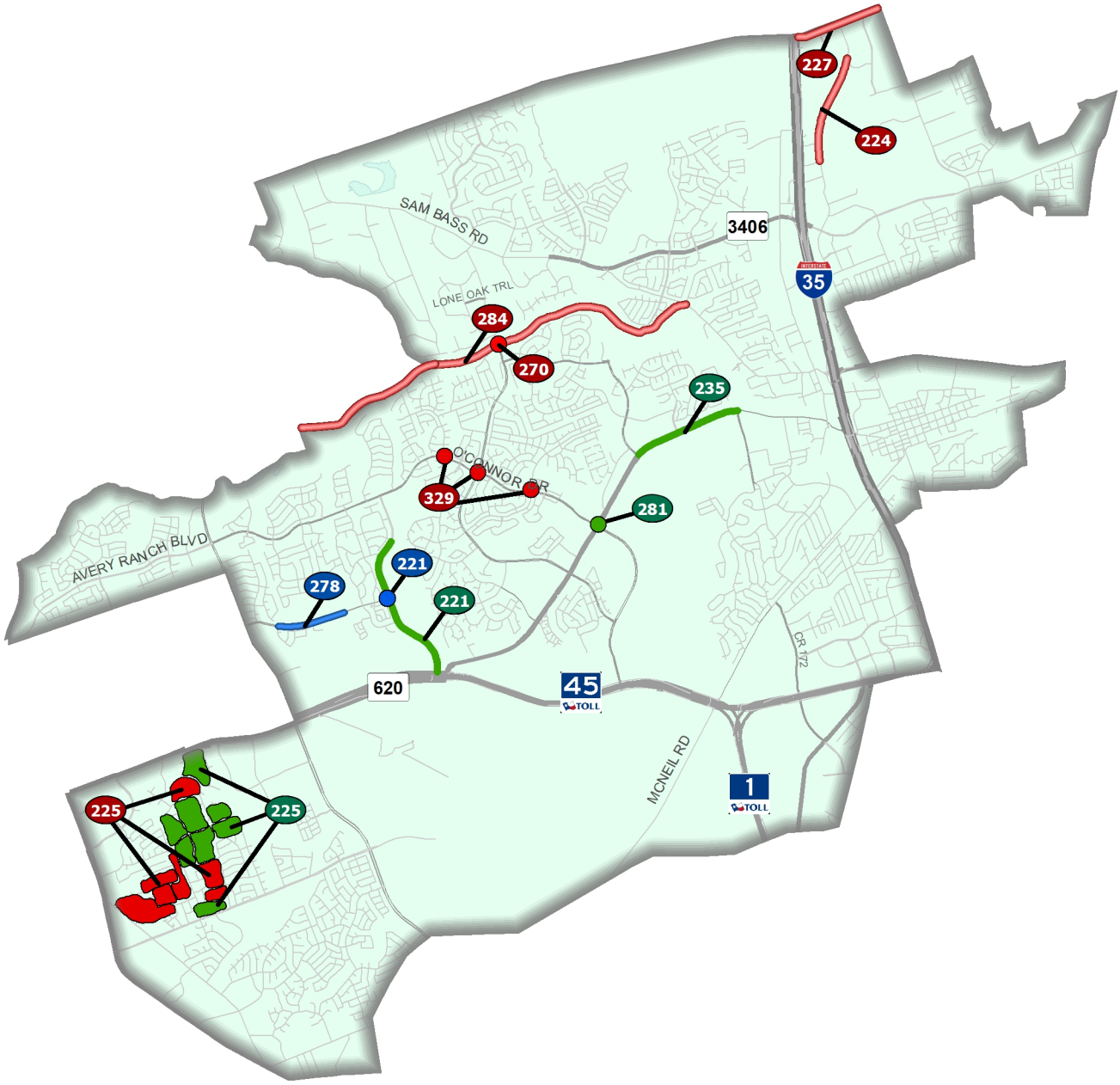
Completed/Open to Traffic

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

In Design

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

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

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

Under Construction/Bidding

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

In Design

224 North Mays Street Extension (Paloma Dr. to Oakmont Dr.)
225 Forest North Drainage Improvements - Phase 3
227 University Blvd Widening (IH 35 to Sunrise Rd.)
270 Great Oaks at Brushy Creek
284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

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

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

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

9/28/2018 Comments - Substantial Completion was granted as of 7/18/18. Asphalt repairs are ongoing.

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

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

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

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

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

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

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

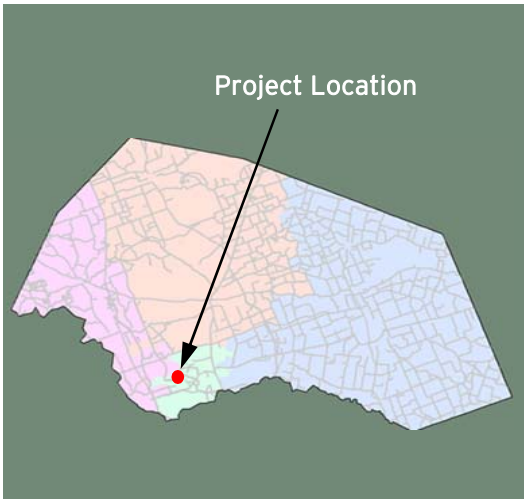
3F: County Convenience. Additional work desired by the County. This Change Order adds the removal of the raised center median on Oaklands at RM 620 and lengthens the inside left turn lane.

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

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

Adjusted Price = $6,289,321.47





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

Project Length: .56 miles
Roadway Classification: Minor Arterial

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



SEPTEMBER 2018 IN REVIEW

9/7/2018: Smith Contracting continued roadway excavation for Phase IV between Solera Dr. and the east end of the project. Topsoil was placed in all ponds. The pedestrian hand rail installation continued along the south side shared use path (SUP) between Solera Dr. and the ponds.

9/14/2018: Flexible base was placed for the SUP between Olive Hill and Altona.

9/21/2018: Roadway excavation was completed for Phase IV between Solera Dr. and the east end of the project on the south side. Flexible base was completed for the south side SUP between Olive Hill and Altona. The first course flexible base placement began for the road widening between Olive Hill and Altona.

9/28/2018: First course flexible base placement was completed for the roadway widening. Forming and pouring concrete resumed for the southside SUP between Olive Hill and Altona Way.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $2,529,398.54

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2018	2/23/2018	19	$125,365.50	$125,365.50	$13,929.50	$13,929.50	5	5
2	2/24/2018	3/23/2018	28	$150,775.20	$276,140.70	$16,752.80	$30,682.30	12	13
3	3/24/2018	4/25/2018	33	$191,501.10	$467,641.80	$21,277.90	$51,960.20	20	23
4	4/26/2018	5/25/2018	30	$161,682.75	$629,324.55	$17,964.75	$69,924.95	28	31
5	5/26/2018	6/25/2018	31	$247,558.88	$876,883.43	$27,506.54	$97,431.49	38	40
6	6/26/2018	7/25/2018	30	$213,856.20	$1,090,739.63	$23,761.80	$121,193.29	48	49
7	7/26/2018	8/25/2018	31	$208,142.94	$1,298,882.57	$23,127.00	$144,320.29	57	58
8	8/26/2018	9/25/2018	31	$137,292.48	$1,436,175.05	$15,254.72	$159,575.01	63	67

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

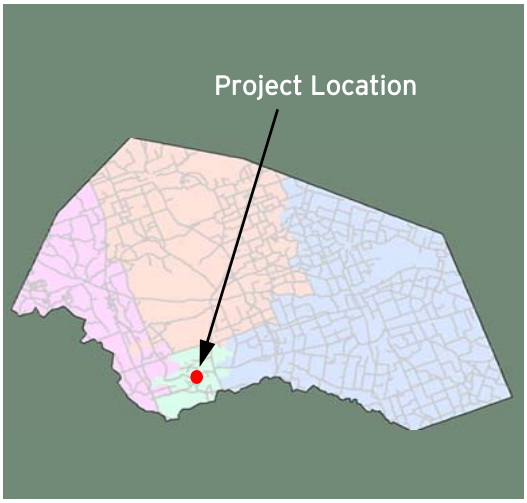
4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). This Change Order compensates the Contractor for the additional labor and equipment it took to connect the new water line to the existing water line that was not shown on the plans. The Contractor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

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

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

Adjusted Price = $2,536,271.96





Neenah Avenue at Pearson Ranch Road Traffic Signal
(Intersection Improvements)

Project Length: .01 miles
Roadway Classification: Intersection Signal

Project Schedule: August 2018 - December 2018
Estimated Construction Cost: $.27 Million



SEPTEMBER 2018 IN REVIEW

9/21/2018: Austin Energy subcontractor Pyke drilled for the proposed poles along the southbound side of Pearson Ranch. Austin Traffic Signal set perimeter barricades along the project.

9/28/2018: Austin Energy subcontractor Pyke set poles and Austin Energy pulled wire.



Design Engineer: Kimley-Horn
Contractor: Austin Traffic Signal
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $267,031.15

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

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

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

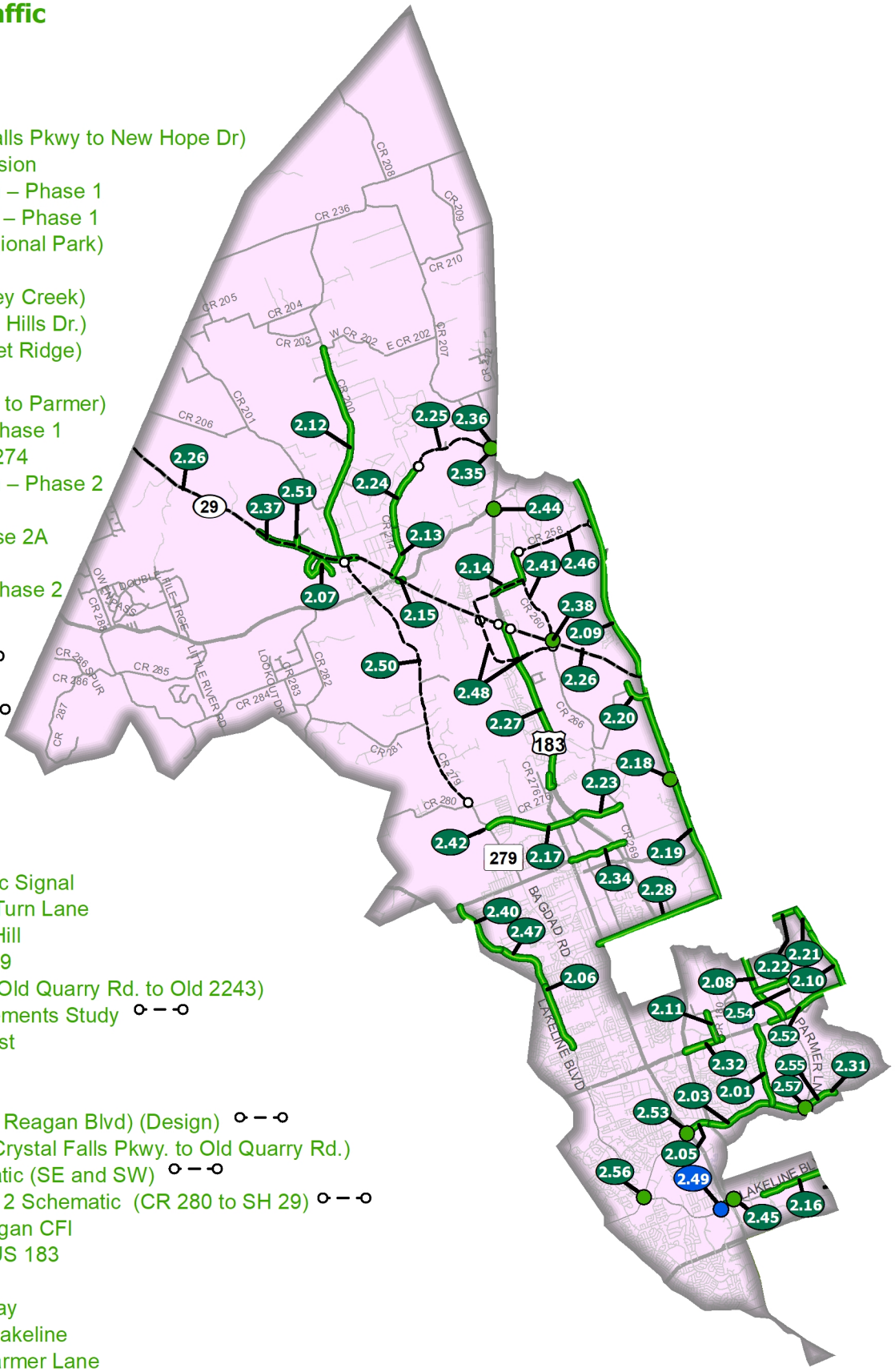
2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the intersection.

Adjusted Price = $282,031.15

2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

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



Under Construction/Bidding

2.49 Lakeline Blvd. Right Turn Lanes

2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

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

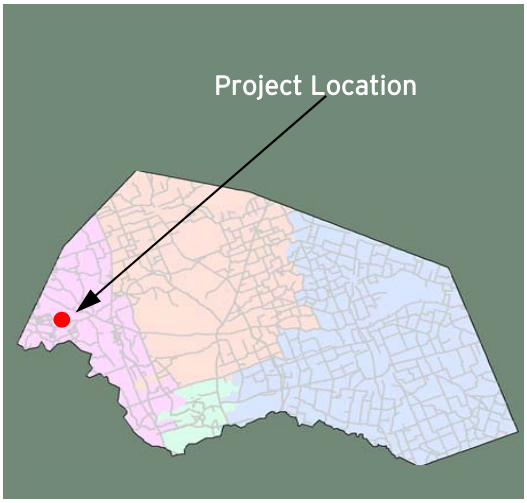
Under Construction/Bidding

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

In Design

271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
285c CR 200 (CMTA Railroad to CR 201)





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

Project Length: .18 Miles
Roadway Classification: Rural Collector

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



SEPTEMBER 2018 IN REVIEW

9/7/2018: Cox Commercial Construction excavated and placed asphalt for full depth repair on the eastside from Bold Sundown to the south.

9/14/2018: No work was completed this week due to rain and jobsite being too wet.

9/21/2018: Topsoil was placed on the east side, north of Bold Sundown. Excess material was removed, and flexible base was graded from Lackey Creek to the north end of the project. Subcontractor Wheeler placed hot mix asphalt on the east and west sides from Lackey Creek to north end of the project.

9/28/2018: Silt fences and rock berm dams were cleaned. Topsoil was graded, and excess material continued to be removed from the site. Spectrum relocated utility line at northeast end of project. Williamson County Maintenance cleaned debris from Lackey Creek and note damaged metal beam guard rail over Lackey Creek.



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

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

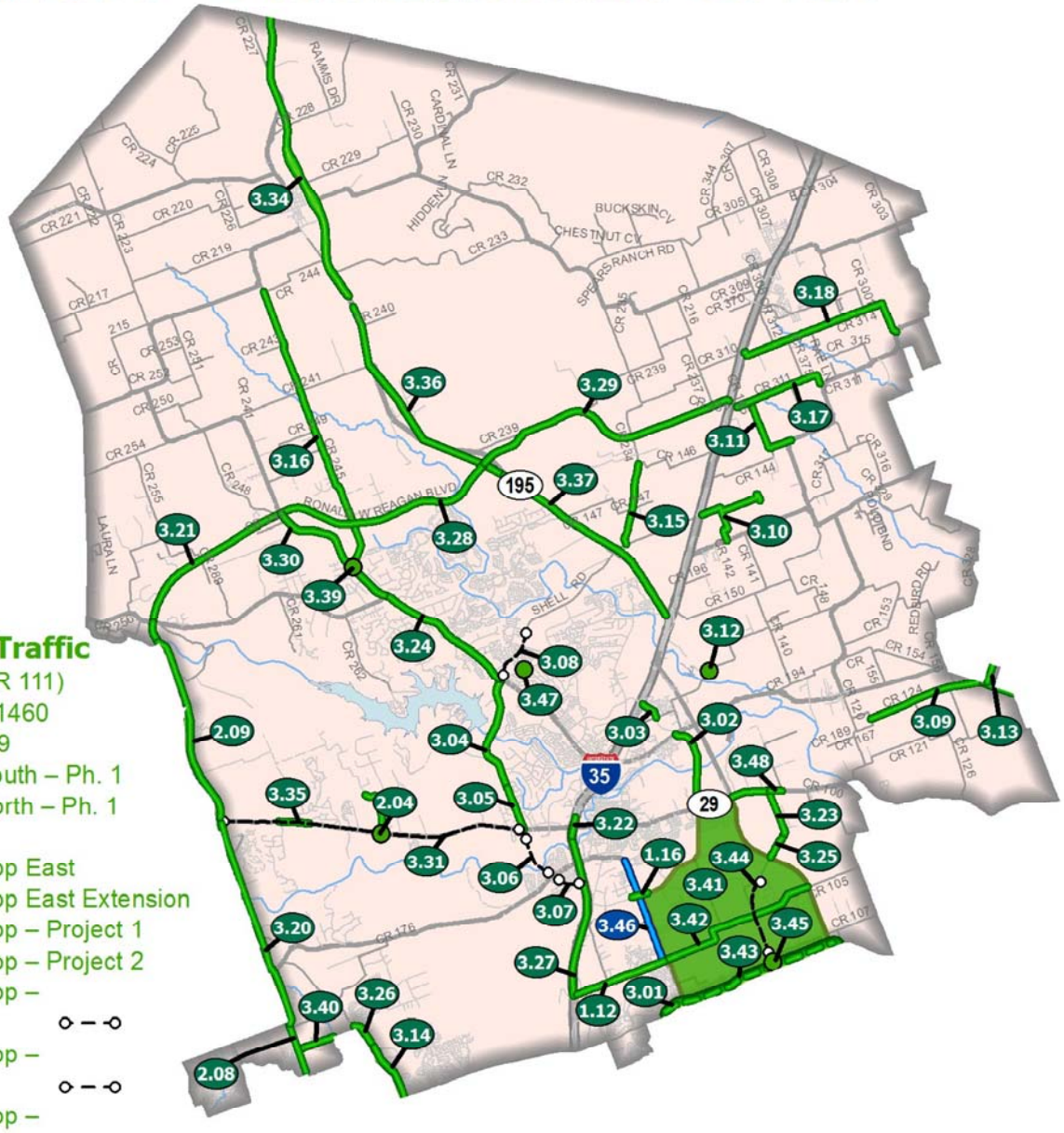
Original Contract Price = $1,232,539.10

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/9/2018	7/31/2018	17	$74,180.25	$74,180.25	$8,242.25	$8,242.25	7	38
2	8/1/2018	8/31/2018	17	$82,674.72	$156,854.97	$9,186.08	$17,428.33	14	76
3	9/1/2018	9/30/2018	4	$39,983.49	$196,838.46	$4,442.61	$21,870.94	18	84

Adjusted Price = $1,232,539.10

2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



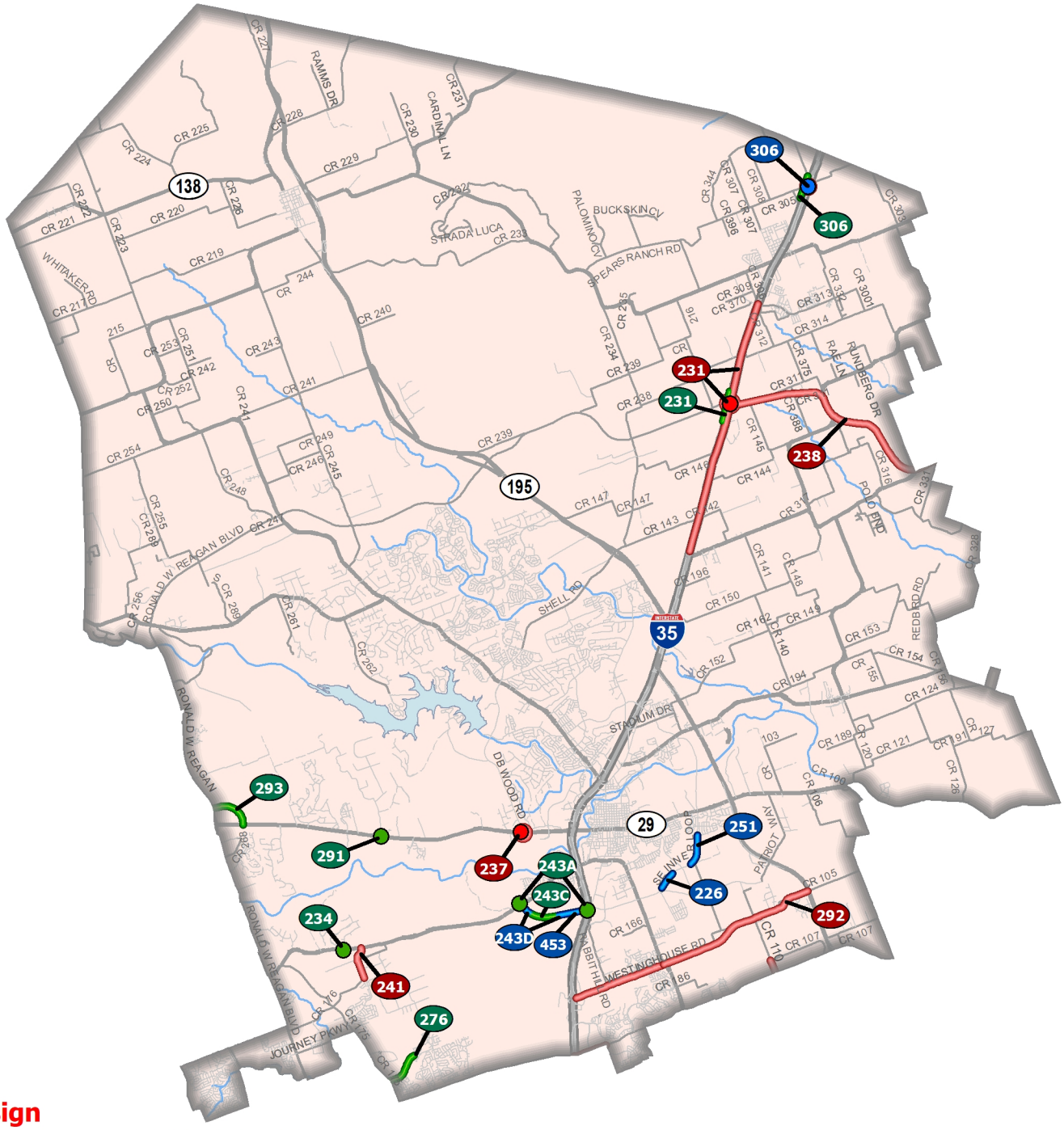
Completed/Open to Traffic

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

Under Construction/Bidding

3.46 FM 1460 North

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

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

Under Construction/Bidding

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

Completed/ Open to Traffic

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

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

Original Contract Price = $3,210,934.80

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

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

9/28/2018 Comments - The Contractor is working on the remaining punchlist item: solar lights.

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

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

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

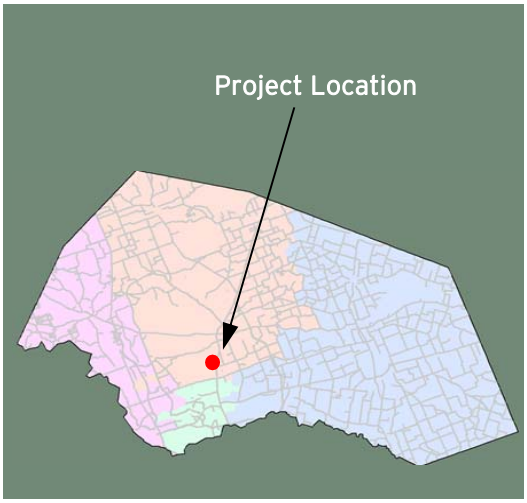
3E. County Convenience. Reduction of future maintenance. This change order adds soil retention blanket to the contract to prevent erosion and to establish vegetation on the slopes and along the roadway. 1B. Design Error or Omission. This change order also adds items to the contract for work shown in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

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

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

Adjusted Price = $3,465,081.63





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

Project Length: .5 Mile
Roadway Classification: Collector

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



SEPTEMBER 2018 IN REVIEW

9/7/2018: Jordan Foster Construction continued to clean the site and remove all unnecessary materials. Rock riprap was placed at the detention pond. Office trailers and storage boxes (tool sheds) were moved to the IH 35 side of project.

9/14/2018: The site continued to be cleaned and all unnecessary equipment removed. Rock riprap continued to be placed at the detention pond.

9/21/2018: Rock riprap was placed at the ditches at Retaining Wall 2 and 3. Subcontractor Austin Materials placed 1.5" of hot mix asphalt on the west and east ends of project. Rubber seals have been installed at the sealed end joints in the bridge deck.

9/28/2018: Subcontractor Austin Roadways installed metal beam guard fence (MBGF) at both ends of the bridge. The mow strip was graded and poured at these locations. Topsoil and compost were placed at the west end of job site.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $5,599,200.86

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/21/2017	9/30/2017	41	$481,587.30	$481,587.30	$25,346.70	$25,346.70	9	12
2	10/1/2017	10/31/2017	31	$458,144.63	$939,731.93	$24,112.88	$49,459.58	17	21
3	11/1/2017	11/30/2017	30	$165,940.58	$1,105,672.51	$8,733.71	$58,193.29	20	30
4	12/1/2017	12/31/2017	31	$175,800.58	$1,281,473.09	$9,252.66	$67,445.95	24	39
5	1/1/2018	1/31/2018	31	$568,442.13	$1,849,915.22	$29,918.01	$97,363.96	34	49
6	2/1/2018	2/28/2018	28	$282,226.98	$2,132,142.20	$14,854.05	$112,218.01	39	57
7	3/1/2018	3/31/2018	31	$696,205.12	$2,828,347.32	$36,642.70	$148,860.71	52	66
8	4/1/2018	4/30/2018	30	$424,409.91	$3,252,757.23	$22,337.04	$171,197.75	60	75
9	5/1/2018	5/31/2018	31	$267,712.89	$3,520,470.12	$14,089.28	$185,287.03	65	84
10	6/1/2018	6/30/2018	30	$352,872.20	$3,873,342.32	$18,572.22	$203,859.25	71	93
11	7/1/2018	7/31/2018	31	$149,691.68	$4,023,034.00	$7,878.51	$211,737.76	74	102
12	8/1/2018	8/31/2018	31	$857,510.85	$4,880,544.85	$45,133.02	$256,869.91	90	112
13	9/1/2018	9/30/2018	30	$156,114.59	$5,036,659.44	$7,805.73	$264,675.64	93	120

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

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

Adjusted Price = $5,713,278.44

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

Original Contract Price = $5,352,696.00

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/28/2017	10/31/2017	34	$324,036.00	$324,036.00	$36,004.00	$36,004.00	6	11
2	11/1/2017	11/30/2017	30	$429,129.00	$753,165.00	$47,681.00	$83,685.00	15	21
3	12/1/2017	1/31/2018	62	$460,398.44	$1,213,563.44	$51,155.38	$134,840.38	24	42
4	2/1/2018	2/28/2018	28	$52,007.22	$1,265,570.66	$5,778.58	$140,618.96	25	51
5	3/1/2018	3/31/2018	31	$346,718.46	$1,612,289.12	$38,524.28	$179,143.24	32	62
6	4/1/2018	4/30/2018	30	$616,068.50	$2,228,357.62	$68,452.05	$247,595.29	44	72
7	5/1/2018	5/31/2018	31	$625,661.55	$2,854,019.17	$69,517.95	$317,113.24	57	82
8	6/1/2018	6/30/2018	30	$940,709.70	$3,794,728.87	$104,523.31	$421,636.55	76	92
9	7/1/2018	7/31/2018	31	$464,007.65	$4,258,736.52	$51,556.40	$473,192.95	85	102
10	8/1/2018	8/31/2018	31	$164,300.22	$4,423,036.74	$18,255.58	$491,448.53	88	113
11	9/1/2018	9/30/2018	30	$55,348.69	$4,478,385.43	$6,149.85	$497,598.38	89	123

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

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

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

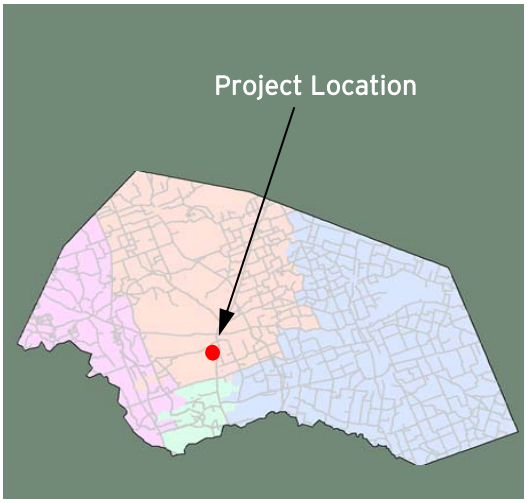
3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt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

Change Order Number	Approved	Cost This CO	Total COs
03	9/18/2018	183,780.89	227,513.02

3F: County Convenience. Additional work desired by the County. 2C: Differing Site Conditions(unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes a driveway from Inner Loop that went to the Williamson County Animal Shelter and adds the construction of a new driveway to the shelter from Wilco Way.

Adjusted Price = $5,580,209.02





Southwest Bypass Segment 2
(IH 35 Southbound to RM 2243)

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

Project Schedule: September 2018 - November 2019
Estimated Construction Cost: $8.1 Million



SEPTEMBER 2018 IN REVIEW

9/7/2018: James Construction was onsite to evaluate work needed to complete the installation of fences by 11/1/18.

9/14/2018: Notice to Proceed was issued 9/14/18.

9/21/2018: James Construction's surveyors laid out the ROW for the wire fence subcontractor and Wall 6. Time charges will begin on 9/24/18.

9/28/2018: James Construction's surveyors continued laying out the ROW for the wire fence subcontractor, Wall 6, and the east end of the project. The ROW clearing began.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Southwest Bypass Segment 2
Project No. 1803-219

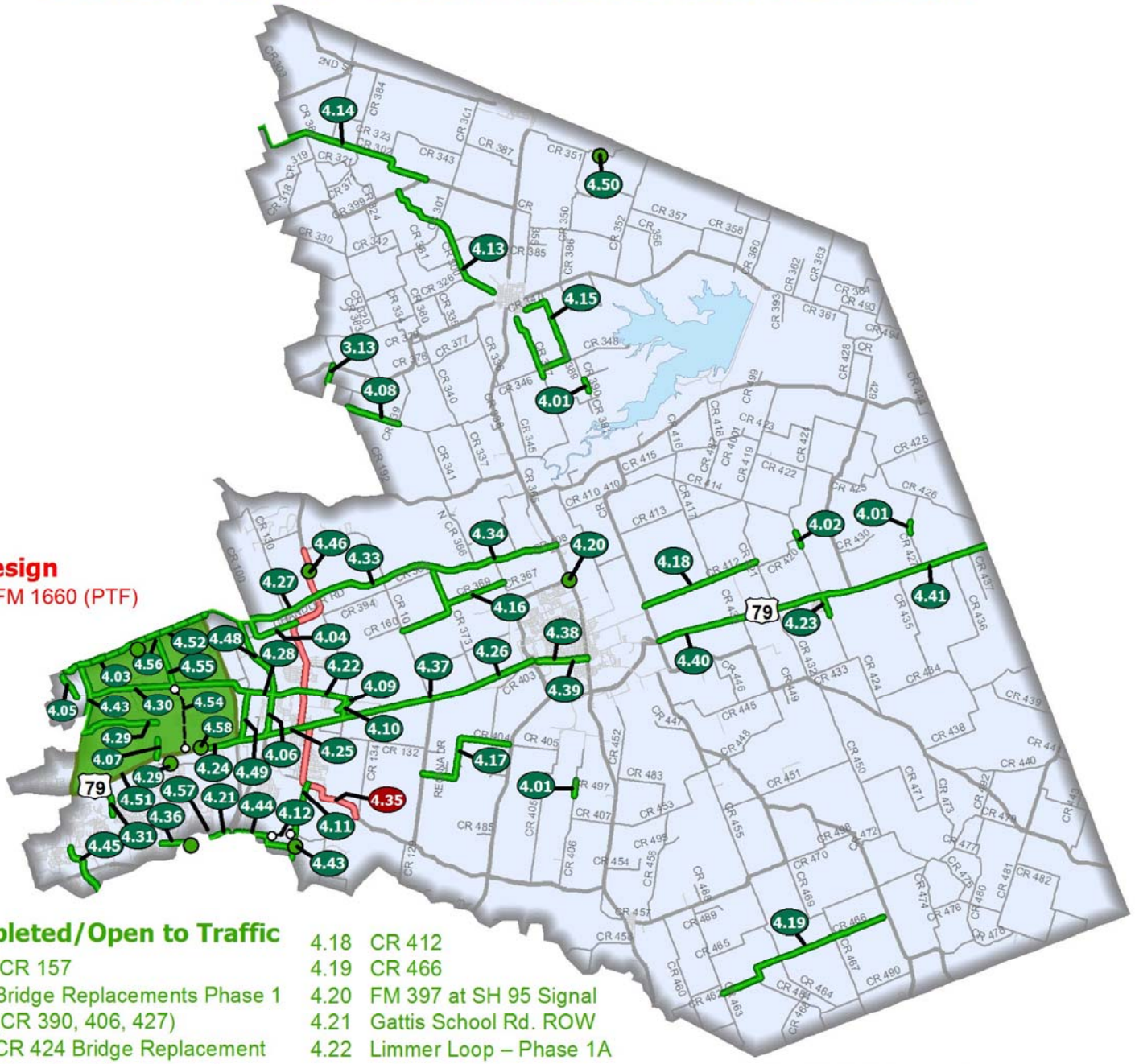
Original Contract Price = $8,087,943.77

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
5/9/2018	6/19/2018	9/14/2018	9/24/2018				0	0	0

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
9/28/2018	Comments -	Notice to Proceed was issued 9/14/2018 with time charges beginning 9/24/2018.							

Adjusted Price = $8,087,943.77

2006 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



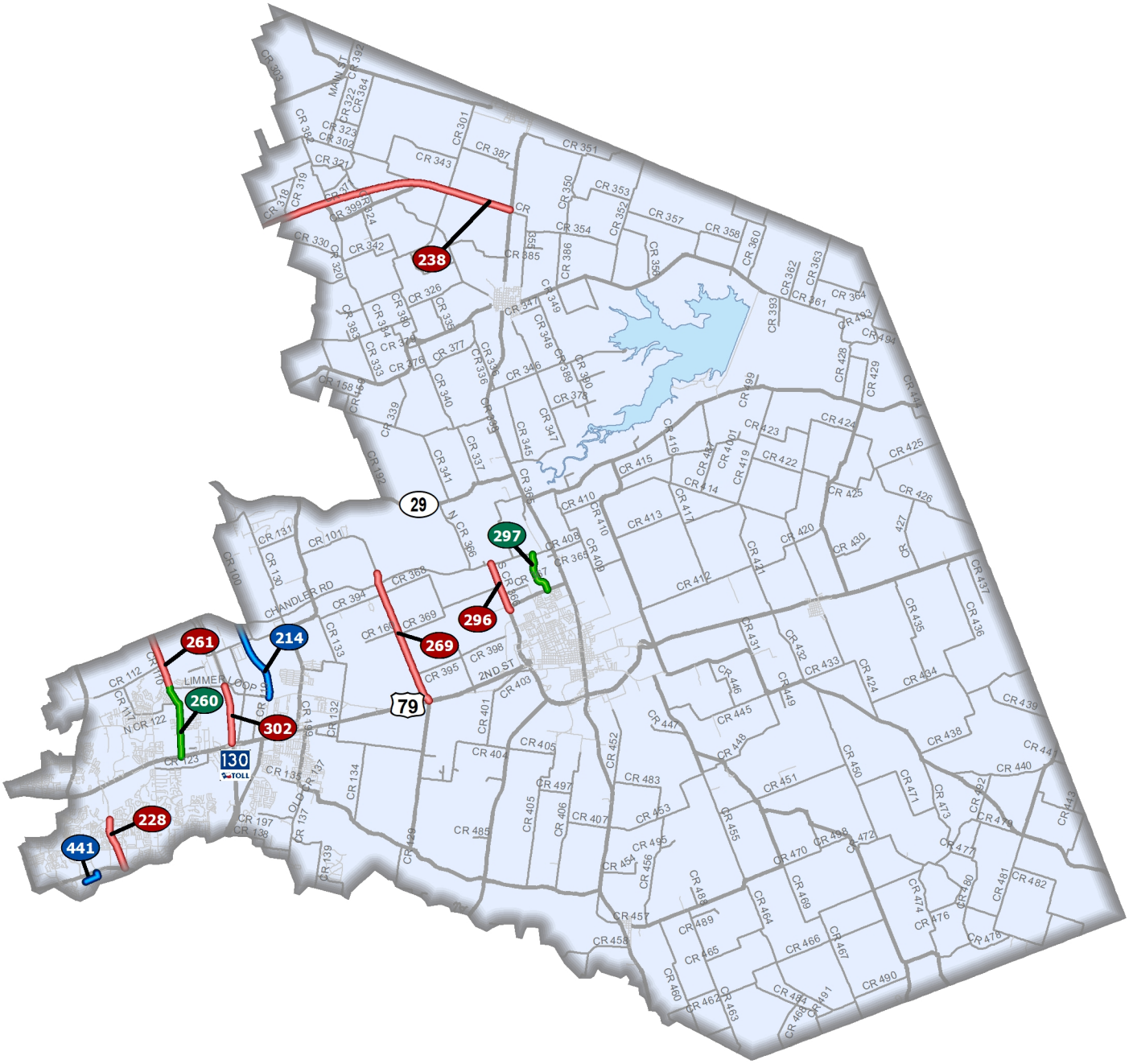
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

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

2013 Road Bond Program Projects
Precinct 4 - Commissioner Madsen



CR 110 South (US 79 to Limmer Loop)
Project No. 1604-075 Original Contract Price = $11,224,589.02

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

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

9/28/2018 Comments - Certificate of Completion was issued as of 9/19/2018. All closeout documents have been received except subcontractors final lien waivers.

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

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

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

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

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

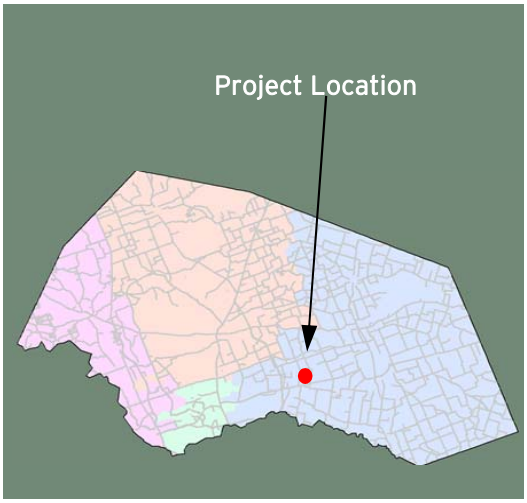
3E: County Convenience. Reduction of future maintenance. This Change Order replaces surface hot mix Type C to Type D, supplements the Type 4 seeding mix with Type 11 (Bermuda), and adds additional concrete pipe and end treatment items at utility poles. 3H: County Convenience. Cost savings opportunity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

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

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

Adjusted Price = $10,320,910.58





County Road 119
(Limmer Loop to Chandler Road)

Project Length: 2.35 Miles
Roadway Classification: Suburban Collector

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



SEPTEMBER 2018 IN REVIEW

9/7/2018: Joe Bland Construction continued to place and process the final course of flexible base from Limmer Loop to the gas line crossing. Signals at the intersection of Limmer Loop and CR 119/Ed Schmidt were activated on 9/5/18.

9/14/2018: The final course of flexible base continued to be placed and processed from the gas line north.

9/21/2018: Subgrade was excavated, and flexible base placed at the CR 119/Limmer Loop tie-in. Final course flexible base continued to be placed and processed from the gas line to CR 118.

9/28/2018: Flexible base was cut to finish grade from the gas line to CR 118. Clean up from the heavy rain is ongoing. Concrete was formed and poured for the upstream safety end treatment (SET) footing at Culvert E.



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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $6,640,302.71

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2017	12/31/2017	31	$65,613.60	$65,613.60	$7,290.40	$7,290.40	1	7
2	1/1/2018	1/31/2018	31	$473,860.64	$539,474.24	$52,651.18	$59,941.58	9	14
3	2/1/2018	2/28/2018	28	$323,428.91	$862,903.15	$35,936.55	$95,878.13	14	20
4	3/1/2018	3/31/2018	31	$229,232.44	$1,092,135.59	$25,470.27	$121,348.40	18	27
5	4/1/2018	4/30/2018	30	$630,740.24	$1,722,875.83	$70,082.25	$191,430.65	29	34
6	5/1/2018	5/31/2018	31	$298,792.28	$2,021,668.11	$33,199.14	$224,629.79	34	40
7	6/1/2018	6/30/2018	30	$448,853.39	$2,470,521.50	$49,872.60	$274,502.39	41	47
8	7/1/2018	7/31/2018	31	$494,029.30	$2,964,550.80	$54,892.14	$329,394.53	50	54
9	8/1/2018	8/31/2018	31	$464,999.77	$3,429,550.57	$51,666.64	$381,061.17	57	61
10	9/1/2018	9/30/2018	30	$91,950.30	$3,521,500.87	$10,216.70	$391,277.87	59	68

Adjusted Price = $6,640,302.71

Commissioners Court - Regular Session **24.**

Meeting Date: 10/16/2018

Discuss consider and take appropriate action on Change Order No 1 to contract number IFB 1704-157 for Ronald Reagan Blvd overlay

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1704-157, in the amount of -$21,129.08 for Ronald Reagan Blvd overlay from FM 3405 to RM 2338.

Background

This Change Order is a balancing Change Order. All work has been completed and punch list items appropriately resolved. Original contract amount was $1,175,169.94. With the addition of this change order, of -$21,129.08, final contract amount will be $1,154,040.86. The negative change order is the result of less emulsion being used due to a less porous pavement surface and less water needed for re-vegetation due to more precipitation than expected.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1- Ronald Reagan Overlay FM3405 to RM2338

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 08:54 AM
Form Started By: Kelly Murphy		Started On: 10/11/2018 08:21 AM
Final Approval Date: 10/11/2018		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Angel Brothers Enterprises Limited**

2. Change Order Work Limits: Sta. **1** to Sta. **211+63**

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

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***IFB 1704-157***
Roadway:	***Ronald Reagan Blvd***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

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

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

8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

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

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

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

THE CONTRACTOR Date 8/30/18

By Keith Pierson

Typed/Printed Name Keith Pierson

Typed/Printed Title VICE - President

The following information must be provided

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

Amount added by this change order: **($21,129.08)**

RECOMMENDED FOR EXECUTION:

GEORGE MAYFIELD 9/4/18
Project Manager / Construction Observer — Date

09/04/18
Design Engineer — Date

9/5/18
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *IFB 1704-157*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$2.25	35,828.00	$80,613.00	(540.89)	35,287.11	$79,396.00	($1,217.00)
164-6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.12	35,828.00	$4,299.36	(540.89)	35,287.11	$4,234.45	($64.91)
166-6001	FERTILIZER	AC	$255.00	8.00	$2,040.00	(0.71)	7.29	$1,858.95	($181.05)
168-6001	VEGETATIVE WATERING	MG	$3.50	1,666.00	$5,831.00	(1,666.00)	0.00	$0.00	($5,831.00)
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$45.00	845.00	$38,025.00	13.00	858.00	$38,610.00	$585.00
316-6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$1.75	33,985.00	$59,473.75	(3,134.00)	30,851.00	$53,989.25	($5,484.50)
341-6043	D - GR HMA TY - D PG70 - 22	TON	$68.00	11,750.00	$799,000.00	(47.12)	11,702.88	$795,795.84	($3,204.16)
354-6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$4.00	5,006.00	$20,024.00	65.98	5,071.98	$20,287.92	$263.92
500-6001	MOBILIZATION	LS	$107,000.00	1.00	$107,000.00	0.00	1.00	$107,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$4,250.00	2.00	$8,500.00	0.00	2.00	$8,500.00	$0.00
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$3.00	51.00	$153.00	15.00	66.00	$198.00	$45.00
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$1.00	1,949.00	$1,949.00	(1,121.00)	828.00	$828.00	($1,121.00)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.08	42,004.00	$3,360.32	166.00	42,170.00	$3,373.60	$13.28
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.17	875.00	$148.75	(45.00)	830.00	$141.10	($7.65)
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$2.70	92.00	$248.40	(25.50)	66.50	$179.55	($68.85)
666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	$40.00	8.00	$320.00	0.00	8.00	$320.00	$0.00
666-6192	REFL PAV MRK TY II (W) (WORD)	EA	$50.00	6.00	$300.00	0.00	6.00	$300.00	$0.00
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.08	31,028.00	$2,482.24	204.00	31,232.00	$2,498.56	$16.32
666-6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	$0.08	13,644.00	$1,091.52	(10,594.00)	3,050.00	$244.00	($847.52)
666-6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$2.70	680.00	$1,836.00	(36.00)	644.00	$1,738.80	($97.20)
666-6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$0.30	42,004.00	$12,601.20	166.00	42,170.00	$12,651.00	$49.80
666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$0.60	875.00	$525.00	(45.00)	830.00	$498.00	($27.00)
666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$6.00	92.00	$552.00	(25.50)	66.50	$399.00	($153.00)
666-6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$75.00	8.00	$600.00	0.00	8.00	$600.00	$0.00
666-6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$90.00	6.00	$540.00	0.00	6.00	$540.00	$0.00
666-6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	$0.30	13,644.00	$4,093.20	(10,594.00)	3,050.00	$915.00	($3,178.20)
666-6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.30	31,028.00	$9,308.40	204.00	31,232.00	$9,369.60	$61.20
666-6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	$5.85	680.00	$3,978.00	(36.00)	644.00	$3,767.40	($210.60)
672-6009	REFL PAV MRKR TY II-A-A	EA	$3.00	944.00	$2,832.00	(146.00)	798.00	$2,394.00	($438.00)
672-6007	REFL PAV MRKR TY I-C	EA	$3.00	44.00	$132.00	(3.00)	41.00	$123.00	($9.00)
677-6001	ELIM EXT REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.82	4,040.00	$3,312.80	(28.00)	4,012.00	$3,289.84	($22.96)
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
TOTALS					$1,175,169.94			$1,154,040.86	($21,129.08)

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **25.**

Meeting Date: 10/16/2018

Discuss consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Cedar Park regarding County Road 272

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between Williamson County and the City of Cedar Park regarding improvements to and annexation of County Road 272.

Background

The improvements to CR 272 would include the reconstruction of a low water crossing. The City of Cedar Park will be responsible for the design and construction of the low water crossing, with cost participation from the County, and upon execution of this agreement, will immediately begin annexation proceedings for the entirety of CR 272.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA- CR 272

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:20 AM
Form Started By: Kelly Murphy		Started On: 10/11/2018 09:57 AM
Final Approval Date: 10/11/2018		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF CEDAR PARK, TEXAS REGARDING THE IMPROVEMENTS TO AND ANNEXATION OF CR 272

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

WITNESSETH:

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

WHEREAS, the City desires to design and construct certain improvements (the "Project") to Williamson County Road 272 ("CR 272"); and

WHEREAS, the County desires that the City annex CR 272, in accordance with Texas Local Government Code Chapter 43; and

WHEREAS, the City and the County now wish to cooperate in the annexation of CR 272 and the design and construction of the Project.

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

1. Definition of Project. When used in this Agreement, the term "Project" shall mean design and construction of a replacement of the CR 272 low water road crossing at Brushy Creek, as reflected in Exhibit A, attached hereto and incorporated herein.
2. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this Agreement will be in full force and effect when approved by each party.
3. The City agrees to be responsible for all costs associated with the design and construction of the Project as described in Exhibit "A".

4. The County agrees to pay to the City, after a contract for the design and construction of the Project is awarded and after thirty (30) days written notice, the total sum of $180,000.
5. Upon execution of this Agreement, the City agrees to immediately begin annexation proceedings for CR 272.
6. The City agrees to be responsible for the operation and maintenance of that portion of the Project which lies in the city limits after Project completion and upon annexation of CR 272.
7. The County hereby requests that the City annex the entirety of the roadway and right of way of CR 272, as reflected in Exhibit A, pursuant to Section 43.1055 of the Texas Local Government Code, and further agrees to cooperate in all succeeding annexation procedures.
8. Neither the City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
9. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
10. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
11. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written,

when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

12. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project, acceptance of the public improvements by City, and complete annexation of the Property.

13. This Agreement is executed on the date the last Party signs this Agreement.

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

15. Notices. Any and all notices required by this Agreement shall be submitted to the following persons in writing:

    A. To City:
    Darwin Marchell
    City of Cedar Park, Texas
    450 Cypress Creek Road, Bldg. 1
    Cedar Park, Texas 78613
    Email: darwin.marchell@cedarparktexas.gov

    Copy to:
    J.P. LeCompte, City Attorney
    City of Cedar Park, Texas
    450 Cypress Creek Road, Bldg. 1
    Cedar Park, Texas 78613
    jp.lecompte@cedarparktexas.gov

    B. To County:
    J. Terron Evertson, County Engineer
    Williamson County, Texas
    3151 S.E. Inner Loop, Suite B
    Georgetown, Texas 78626
    Email: tevertson@wilco.org

16. Dispute Resolution. Before any legal action is taken to enforce any term or condition under this Agreement, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules.

17. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All previous oral or written promises or agreements by the parties hereto are void. This Agreement shall not be amended or altered except by a written document signed by the parties.

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

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Commissioners Court - Regular Session **26.**

Meeting Date: 10/16/2018

CR 176 PUA

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 Possession & Use Agreement for Transportation Purposes with Irma Diaz for right of way needed on the CR 176 @ RM 2243 project. (Parcel 4) Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diaz PUA Parcel 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:20 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2018 10:14 AM
Final Approval Date: 10/11/2018		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 4
COUNTY OF WILLIAMSON	§	Project: CR 176 @ RM2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and IRMA DIAZ (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 176 and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of EIGHTY-SIX THOUSAND EIGHT HUNDRED FOUR and 00/100 Dollars ($86,804.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the

overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions:

(a). Should the Special Commissioners' Award (if any) be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days of said Award.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Irma S. Diaz

Irma Diaz

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 10th day of October, 2018 by Irma Diaz, in the capacity and for the purposes and consideration recited herein.

KATHARINE J PEERY
My Notary ID # 131500598
Expires March 22, 2022

Notary Public, State of Texas
Printed Name: Katharine Jaye Peery
My Commission Expires:

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2018 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

Revised 06/02/17
06/16/17
12/19/2017
03/23/18

EXHIBIT A

County: Williamson
Parcel: 4
Highway:County Road 176

FIELD NOTES

FOR

A 1.226 ACRE, OR 53,405 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF THE "2ND" REMNANT OF A CALLED 26.045 ACRE TRACT, DESCRIBED IN CONVEYANCE TO IRMA DIAZ IN PARTITION DEED RECORDED IN DOCUMENT NO. 2002058098 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 1.226 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 for the northeast corner of the "1st" remnant of said 26.045 acre tract described in the aforementioned Partition Deed, same being the northwest corner of a called 1.998 acre tract recorded in Document No. 9967430 of the Official Records of Williamson County, Texas, also being a point in the south boundary line of a called 50.0 acre tract recorded in Document No. 2011065655 of the Official Public Records of Williamson County, Texas;

THENCE S 69°07'32" W, with the south line of said called 50.0 acre tract, same being in part the north line of said "1st" remnant and in part the north boundary line of a called 1.000 acre tract recorded in Document No. 2003019309 of the Official Public Records of Williamson County, Texas, a distance of **236.37 feet** to an angle point;

THENCE S 21°03'14" E, departing the south line of said called 50.0 acre tract, with the west line of said 1.000 acre tract, same being the east line of said "2nd" remnant, a distance of **28.01 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10188795.85, E=3101610.95), Station 110+53.97, 75.00 feet right, the **POINT OF BEGINNING** of the herein described tract;

THENCE S 21°03'14" E, continuing with the east line of said "2nd" remnant of a called 26.045 acre tract, same being the west line of said called 1.000 acre tract, a distance of **173.96 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature;

THENCE departing the west line of said called 1.000 acre tract, through the interior of said "2nd" remnant with said non-tangent curve to the left having a radius of **1011.00 feet**, a central angle of **13°50'15"**, a chord bearing and distance of **S 23°17'11" W, 243.58 feet**, and an arc length of **244.17 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the north line of a called 26.045 acre tract, described in conveyance to Henri J. Knipper and Pauline Knipper in the aforementioned Partition Deed, same being the south line of said "2nd" remnant;

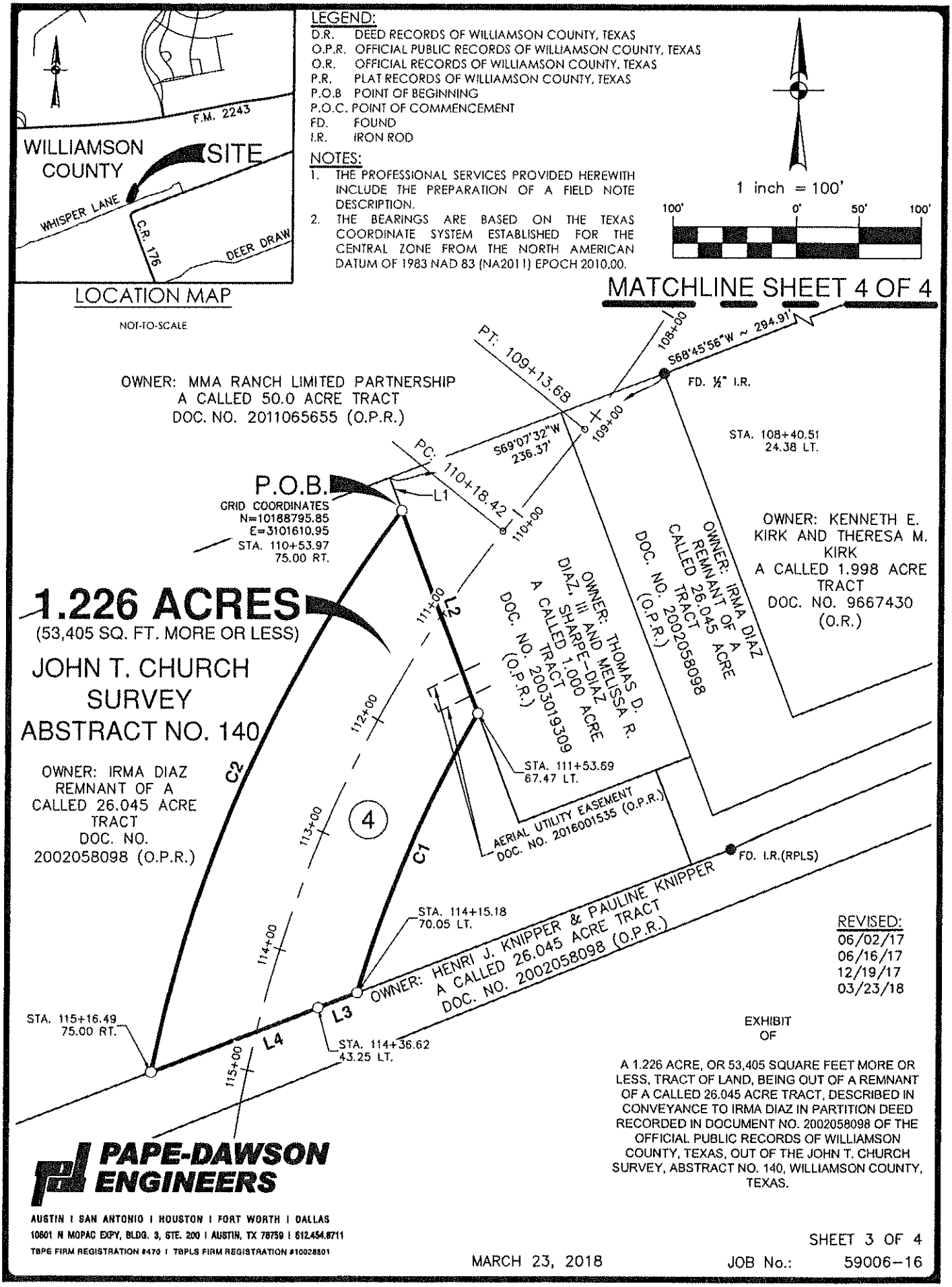
THENCE with the north line of said called 26.045 acre tract to Henri J. Knipper and Pauline Knipper, same being the south line of said "2nd" remnant, the following two (2) courses and distances:

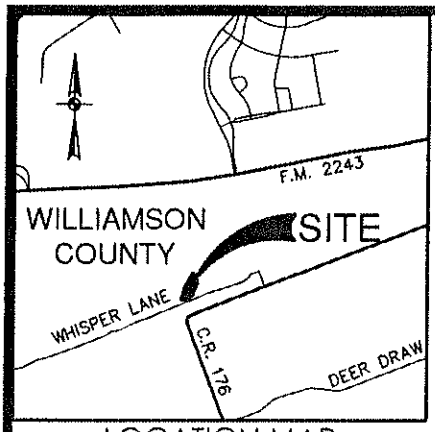
1. **S 68°58'56" W**, a distance of **33.60 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, and

2. **S 68°51'07" W**, a distance of **143.30 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature;

THENCE departing the north line of said called 26.045 acre tract to Henri J. Knipper and Pauline Knipper, through the interior of said "2nd" remnant of a called 26.045 acre tract, with said non-tangent curve to the right having a radius of **1115.00 feet**, a central angle of **25°28'53"**, a chord bearing and distance of **N 23°50'38" E, 491.80 feet**, an arc length of **495.88 feet** to the **POINT OF BEGINNING** and containing 1.226 Acres 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: March 23, 2018
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\DIAZ-1.226Acres-R-4.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01


F.M. 2243
WILLIAMSON COUNTY
SITE
WHISPER LANE
C.R. 176
DEER DRAW
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
P.O.B POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
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 SHEET 4 OF 4
OWNER: MMA RANCH LIMITED PARTNERSHIP
A CALLED 50.0 ACRE TRACT
DOC. NO. 2011065655 (O.P.R.)
PT: 109+13.68
108+00
S68°45'56"W ~ 294.91'
FD. ½" I.R.
109+00
S69°07'32"W
236.37'
STA. 108+40.51
24.38 LT.
PC: 110+18.42
110+00
P.O.B.
GRID COORDINATES
N=10188795.85
E=3101610.95
STA. 110+53.97
75.00 RT.
L1
1.226 ACRES
(53,405 SQ. FT. MORE OR LESS)
JOHN T. CHURCH
SURVEY
ABSTRACT NO. 140
OWNER: IRMA DIAZ
REMNANT OF A
CALLED 26.045 ACRE
TRACT
DOC. NO.
2002058098 (O.P.R.)
111+00
L2
112+00
C2
113+00
4
C1
OWNER: THOMAS D. DIAZ, III AND MELISSA R. SHARPE-DIAZ
A CALLED 1.000 ACRE TRACT
DOC. NO. 2003019309
(O.P.R.)
OWNER: IRMA DIAZ
REMNANT OF A
CALLED 26.045 ACRE
TRACT
DOC. NO. 2002058098
(O.P.R.)
OWNER: KENNETH E. KIRK AND THERESA M. KIRK
A CALLED 1.998 ACRE
TRACT
DOC. NO. 9667430
(O.R.)
STA. 111+53.69
67.47 LT.
AERIAL UTILITY EASEMENT
DOC. NO. 2016001535 (O.P.R.)
FD. I.R.(RPLS)
STA. 114+15.18
70.05 LT.
114+00
OWNER: HENRI J. KNIPPER & PAULINE KNIPPER
A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098 (O.P.R.)
STA. 115+16.49
75.00 RT.
L3
L4
STA. 114+36.62
43.25 LT.
115+00
REVISED:
06/02/17
06/16/17
12/19/17
03/23/18
EXHIBIT
OF
A 1.226 ACRE, OR 53,405 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A REMNANT OF A CALLED 26.045 ACRE TRACT, DESCRIBED IN CONVEYANCE TO IRMA DIAZ IN PARTITION DEED RECORDED IN DOCUMENT NO. 2002058098 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.
PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801
SHEET 3 OF 4
MARCH 23, 2018
JOB No.: 59006-16
Date: Mar 23, 2018, 7:57am User ID: jmiranda
File: H:\survey\SURVEY16\16-59006\Exhibits\IRMA-DIAZ-4.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
P.O.B	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FD.	FOUND
I.R.	IRON ROD

NOTES:

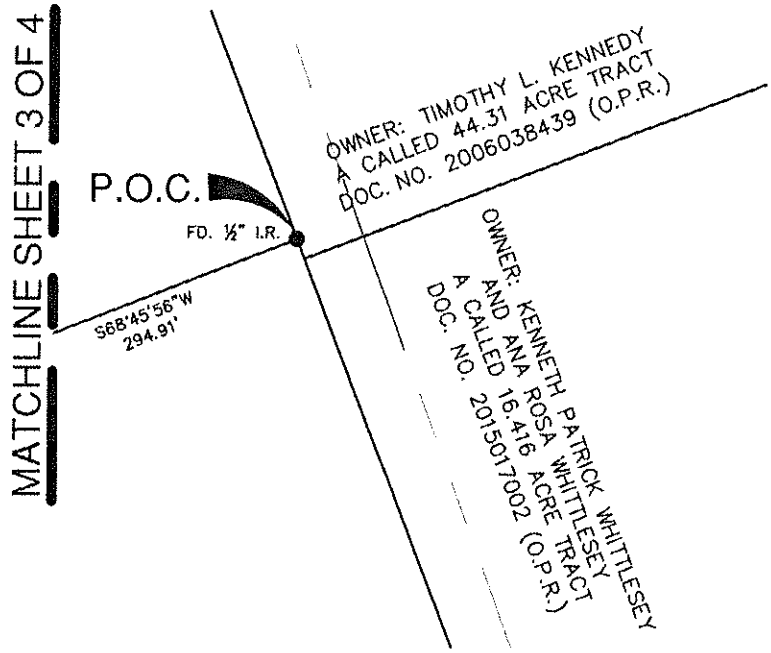
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

1 inch = 100'

100' 0' 50' 100'

EXHIBIT
OF

A 1.226 ACRE, OR 53,405 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A REMNANT OF A CALLED 26.045 ACRE TRACT, DESCRIBED IN CONVEYANCE TO IRMA DIAZ IN PARTITION DEED RECORDED IN DOCUMENT NO. 2002058098 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°03'14"E	28.01'
L2	S21°03'14"E	173.96'
L3	S68°58'56"W	33.60'
L4	S68°51'07"W	143.30'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1011.00'	13°50'15"	S23°17'11"W	243.58'	244.17'
C2	1115.00'	25°28'53"	N23°50'38"E	491.80'	495.88'

REVISED:
06/02/17
06/16/17
12/19/17
03/22/18

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

MARCH 23, 2018

JOB No.: 59006-16

Date: Mar 23, 2018, 7:57am User ID: jmiranda
File: H:\survey\SURVEY16\16-59006\Exhibits\IRMA-DIAZ-4.dwg

CR176/DIAZ/PARCEL 4

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



AERIAL PHOTOGRAPH

Source: City of Georgetown GIS
Blue: Subject Property Boundary (estimated by appraiser)
Red: Proposed Fee Simple Acquisition (estimated by appraiser)

Commissioners Court - Regular Session **27.**

Meeting Date: 10/16/2018

CR 176 PUA

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 Possession & Use Agreement for Transportation Purposes with Irma Diaz for right of way needed on the CR 176 @ RM 2243 Project (Parcel 6). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diaz PUA Parcel 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:22 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2018 10:19 AM
Final Approval Date: 10/11/2018		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 6
COUNTY OF WILLIAMSON	§	Project: CR 176 @ RM2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and IRMA DIAZ (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 176 and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of SIX THOUSAND SIX HUNDRED SIXTY-ONE and 00/100 Dollars ($6,661.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the

overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions:

(a). Should the Special Commissioners' Award (if any) be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days of said Award.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Irma S. Díaz
Irma Diaz

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 10th day of October, 2018 by Irma Diaz, in the capacity and for the purposes and consideration recited herein.

KATHARINE J PEERY
My Notary ID # 131500598
Expires March 22, 2022

Notary Public, State of Texas
Printed Name: Katharine Jaye Peery
My Commission Expires:

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2018 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

Revised 06/02/17
06/16/17
12/19/2017
03/23/18

EXHIBIT A

County: Williamson
Parcel: 6
Highway:County Road 176

FIELD NOTES

FOR

A 0.155 ACRE, OR 6,743 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF THE "1ST" REMNANT OF A CALLED 26.045 ACRE TRACT, DESCRIBED IN CONVEYANCE TO IRMA DIAZ IN PARTITION DEED RECORDED IN DOCUMENT NO. 2002058098 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.155 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 for the northeast corner of a called 1.998 acre tract recorded in Document No. 9667430 of de Official Records of Williamson County, Texas, same being the southeast corner of a called 50.0 acre tract recorded in Document No. 2011065655 of the Official Public Records of Williamson County, Texas, also being a point in the west boundary line of a called 44.31 acre tract recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas;

THENCE S 68°45'56" W, with the south line of said called 50.0 acre tract, same being the north boundary line of a said 1.998 acre tract, a distance of **236.37 feet** to a ½" iron rod found for the northeast corner of said "1st" remnant, same being the northwest corner of said 1.998 acre tract, also being a point in the south boundary line of said 50.0 acre tract, (Grid Coordinates determined as N=10188906.20, E=3101821.72), Station 108+40.51, 24.38 feet left, for the **POINT OF BEGINNING** of the herein described tract;

THENCE S 20°57'44" E, departing the south boundary line of said 50.0 acre tract, with the west line of said called 1.998 acre tract, same being an east line of said "1st" remnant, a distance of **48.88 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature;

THENCE departing the west line of said called 1.998 acre tract, through the interior of said "1st" remnant, the following two (2) courses and distances:

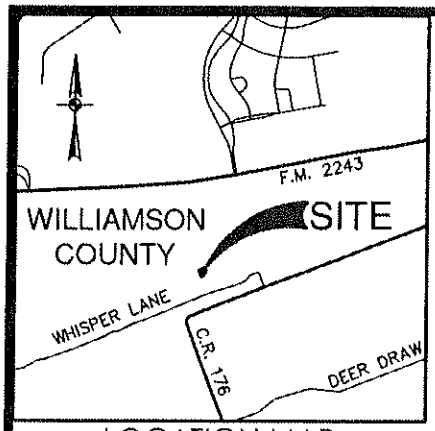
1. with said non-tangent curve to the right having a radius of **1105.00 feet**, a central angle of **02°35'40"**, a chord bearing and distance of **S 37°14'45" W, 50.03 feet**, an arc length of **50.04 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of tangency, and

2. **S 38°32'35" W**, a distance of **53.34 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the east line of a called 1.000 acre tract recorded in recorded in Document No. 2003019309 of the Official Public Records of Williamson County, Texas, same being the west line of said remnant of a called 26.045 acre tract;

THENCE N 21°03'14" W, with the east line of said called 1.000 acre tract, same being the west line of said "1st" remnant, a distance of **102.44 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the south line of the aforementioned 50.0 acre tract, the northeast corner of said called 1.000 acre tract, same being the northwest corner of said "1st" remnant;

THENCE N 69°07'32" E, with the south line of said called 50.0 acre tract, same being the north line of said "1st" remnant, a distance of **88.65 feet** to the **POINT OF BEGINNING** and containing 0.155 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: March 23, 2018
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\DIAZ-0.155Acre_R-4.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
P.O.B	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
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 SHEET 4 OF 4

OWNER: MMA RANCH LIMITED PARTNERSHIP
A CALLED 50.0 ACRE TRACT
DOC. NO. 2011065655 (O.P.R.)

0.155 OF AN ACRE

(6,743 SQUARE FEET MORE OR LESS)

GRID COORDINATES
N=10188906.20
E=3101821.72

108+00

N68°45'56"E ~ 294.91'

FD. ½" I.R.
P.O.B.
STA. 108+40.51
24.38 LT.

L1

STA. 108+66.59
65.00 LT.

C1

L2

STA. 109+67.02
65.00 LT.

L3

PC: 110+18.42

110+00

L4

PT: 109+13.68

STA. 109+15.17
23.35 RT.

109+00

6

OWNER: KENNETH E. KIRK AND THERESA M. KIRK
A CALLED 1.998 ACRE TRACT
DOC. NO. 9667430 (O.R.)

OWNER: IRMA DIAZ
REMNANT OF A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098 (O.P.R.)

OWNER: THOMAS D. DIAZ, III AND MELISSA R. SHARPE-DIAZ
A CALLED 1.000 ACRE TRACT
DOC. NO. 2003019309 (O.P.R.)

OWNER: IRMA DIAZ
REMNANT OF A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098 (O.P.R.)

OWNER: IRMA DIAZ
REMNANT OF A
CALLED 26.045 ACRE
TRACT
DOC. NO.
2002058098 (O.P.R.)

111+00

112+00

113+00

114+00

115+00

JOHN T. CHURCH
SURVEY
ABSTRACT NO. 140

AERIAL UTILITY EASEMENT
DOC. NO. 2016001535 (O.P.R.)

FD. I.R.(RPLS)

OWNER: HENRI J. KNIPPER & PAULINE KNIPPER
A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098 (O.P.R.)

REVISED:
06/02/17
06/16/17
12/19/17
03/23/18

EXHIBIT
OF

A 0.155 ACRE, OR 6,743 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A REMNANT OF A CALLED 26.045 ACRE TRACT, DESCRIBED IN CONVEYANCE TO IRMA DIAZ IN PARTITION DEED RECORDED IN DOCUMENT NO. 2002058098 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

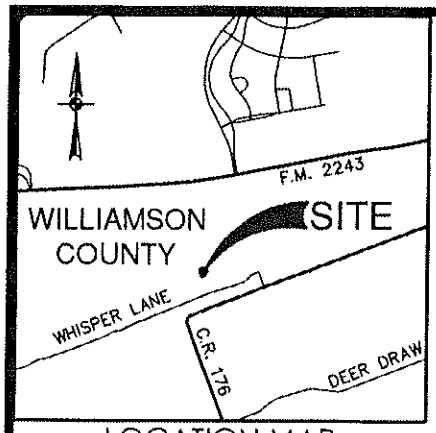
PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

MARCH 23, 2018

JOB No.: 59006-16

Date: Mar 23, 2018, 8:04am User ID: jmiranda
File: H:\survey\SURVEY16\16-59006\Exhibits\VRMA-DIAZ-6.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
P.O.B	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FD.	FOUND
I.R.	IRON ROD

NOTES:

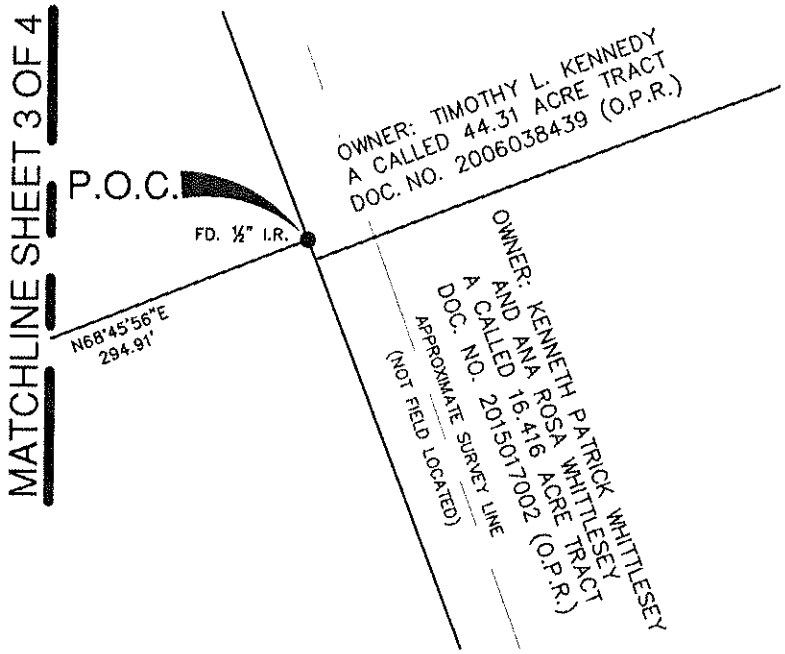
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

1 inch = 100'

100' 0' 50' 100'

EXHIBIT
OF

A 0.155 ACRE, OR 6,743 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A REMNANT OF A CALLED 26.045 ACRE TRACT, DESCRIBED IN CONVEYANCE TO IRMA DIAZ IN PARTITION DEED RECORDED IN DOCUMENT NO. 2002058098 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1105.00'	2°35'40"	S37°14'45"W	50.03'	50.04'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S20°57'44"E	48.88'
L2	S38°32'35"W	53.34'
L3	N21°03'14"W	102.44'
L4	N69°07'32"E	88.65'

REVISED:
06/02/17
06/16/17
12/19/17
03/23/18

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

MARCH 23, 2018

JOB No.: 59006-16

Date: Mar 23, 2018, 8:01am User ID: jmiranda
File: H:\survey\SURVEY16\16-59006\Exhibits\IRMA-DIAZ-6.dwg

SUBJECT PROPERTY PHOTOGRAPHS



AERIAL PHOTOGRAPH

Source: City of Georgetown GIS
Blue: Subject Property Boundary (estimated by appraiser)
Red: Proposed Fee Simple Acquisition (estimated by appraiser)

Commissioners Court - Regular Session **28.**

Meeting Date: 10/16/2018

Resolution for Condemnation

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 Resolution for Condemnation with MMA Ranch Limited Partnership for right of way needed on the CR 176 @ RM 2243 project (Parcel 3). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MMA Resolution for Condemnation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:24 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2018 10:20 AM
Final Approval Date: 10/11/2018		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to a certain tract of land being 1.593 acres (Parcel 3) described by metes and bounds in Exhibit "A" and owned by **MMA RANCH LIMITED PARTNERSHIP,** for the purpose of constructing, reconstructing, maintaining, and operating CR 176 @ RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2018.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT "A"

PAPE-DAWSON ENGINEERS

FIELD NOTES

FOR

A 1.593 ACRE, OR 69,388 SQUARE FOOT TRACT OF LAND, BEING OUT OF A REMNANT PORTION OF A CALLED 50.00 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065655 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 1.593 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 for a point in the west line of a called 44.31 acre tract conveyed to Timothy L. Kennedy, recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas, same being the northeast corner of a called 1.998 acre tract conveyed to Kenneth E. Kirk and Theresa M. Kirk, recorded in Document No. 9667430 of the Official Records of Williamson County, Texas, also being the southeast corner of a called 0.539 acre tract conveyed to Kenneth E. Kirk and Theresa M. Kirk, recorded in Document No. 2018002225 of the Official Public Records of Williamson County Texas;

THENCE S 68°45'56" W, with the north line of said 1.998 acre tract, same being the south line of said 0.539 acre tract, a distance of **225.40 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the southeast corner of said Remnant Portion, same being a southwest corner of said 0.539 acre tract, (Grid Coordinates determined as N=10190154.19, E=3102258.77), for the **POINT OF BEGINNING** hereof;

THENCE S 68°45'56" W, continuing with the north line of said 1.998 acre tract, same being the south line of said Remnant Portion, a distance of **69.51 feet** to a ½" iron rod found for the northeast corner of a Remnant Portion of a called 26.045 acre tract conveyed to Irma Diaz recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said called 1.998 acre tract;

THENCE S 69°07'32" W, continuing with the south line of said Remnant Portion of a 50.00 acre tract, same being the north line of said Remnant Portion of a called 26.045 acre tract, at a distance of 88.65 feet, passing the northeast corner of a called 1.000 acre tract conveyed to Thomas D. Diaz, III and Melissa R. Sharpe-Diaz, recorded in Document No. 2003019309 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said Remnant Portion of a called 26.045 acre tract, continuing with the south line of said called 50.0 acre tract, same being the north line of said called 1.000 acre tract, for a total distance of **190.16 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a southeast corner of a called 49.55 acre tract conveyed to HM CR 176-2243, LP, recorded in Document No. 2018023178 of the Official Public Records of Williamson County, Texas, same being the southwest corner of said Remnant Portion of a 50.00 acre tract;

THENCE departing the north line of said 1.000 acre tract, with the west boundary line of said Remnant Portion of a 50.00 acre tract, same being the east boundary line of said 49.55 acre tract, the following two (2) courses and distances:

1. **N 38°32'35" E**, a distance of **88.88 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a point of curvature, and

2. Along the arc of a curve to the left having **radius** of **965.00 feet**, a **central angle** of **31°06'09"**, a **chord bearing** and **distance** of **N 22°59'31" E, 517.43 feet**, an **arc length** of **523.84 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a point of tangency, on the south line of a called 40.80 acre tract conveyed to HM CR 176-2243, LP, recorded in Document No. 2018012540 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said Remnant Portion of a 50.00 acre tract, and being a northeast corner of said 49.55 acre tract;

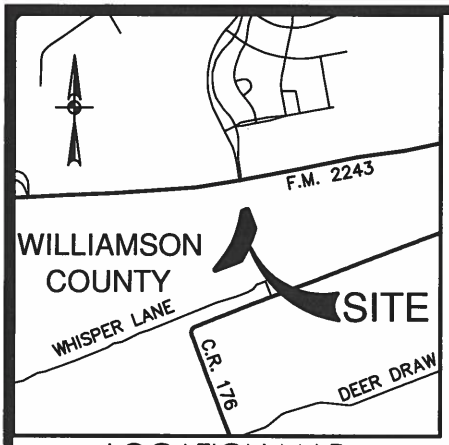
THENCE N 69°02'10" E, with the south line of said 40.80 acre tract, same being the north line of said Remnant Portion of a 50.00 acre tract, a distance of **48.21 feet** to a 3/8" iron rod found on the west line of a called 1.182 acre tract conveyed to Williamson County, recorded in Document No. 2018000880 of the Official Public Records of Williamson County, Texas, same being the southeast corner of said 40.80 acre tract, and being the northeast corner of said Remnant Portion of a 50.00 acre tract;

THENCE S 21°06'59" E, with the west line of said 1.182 acre tract, same being the east line of said Remnant Portion of a 50.00 acre tract, a distance of **185.52 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set on the southernmost corner of said 1.182 acre tract, same being a southwest corner of the aforementioned 44.31 acre tract, and being the northernmost corner of the aforementioned 0.539 acre tract, for a point of non-tangent curvature hereof;

THENCE with the north line of said 0.539 acre tract, same being the south line of the Remnant Portion of a 50.00 acre tract, along the arc of a curve to the right having a **radius** of **1105.00 feet**, a **central angle** of **16°48'41"**, a **chord bearing** and **distance** of **S 23°07'34" W, 323.06 feet**, an **arc length** of **324.22 feet** to the **POINT OF BEGINNING** and containing 1.593 Acres 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: August 31, 2018
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\MMA RANCH-1.593Acres_R-1.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
P.O.C	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
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'

STA. 103+25.37
32.18 RT.
STA. 103+49.13
75.00 RT.
L3
FD. 3/8" I.R.
S21°06'59"E 185.52'
104+00
105+00
106+00
107+00
108+00
109+00
110+00
C1
C2
L1
L2
3
STA. 104+81.26
65.00 LT.
FD. ½" I.R.
STA. 108+40.51
24.38 LT.
PT: 109+13.68
88.65'
S68°45'56"W
225.40'
P.O.C.
P.O.B.
GRID COORDINATES
N=10190154.19
E=3102258.77
STA. 107+86.41
65.00 LT.
STA. 110+02.56
75.00 RT.
PC: 110+18.42
S69°07'32"W
190.16'

KEY WEST IRRIGATION COMPANY SURVEY ABSTRACT NO. 711

JOHN T. CHURCH SURVEY ABSTRACT NO. 140

OWNER: HM CR 176-2243, LP
A CALLED 40.80 ACRE TRACT
DOC. NO. 2018012540 (O.P.R.)

OWNER: MMA RANCH LIMITED PARTNERSHIP
REMNANT PORTION OF A CALLED 50.00 ACRE TRACT
DOC. NO. 2011065655 (O.P.R.)

1.593 ACRE
(69,388 SQUARE FEET)

OWNER: HM CR 176-2243, LP
A CALLED 49.55 ACRE TRACT
DOC. NO. 2018023178 (O.P.R.)

OWNER: WILLIAMSON COUNTY A CALLED 1.182 ACRE TRACT
DOC. NO. 2018000880
(O.P.R.)

OWNER: TIMOTHY L. KENNEDY
A CALLED 44.31 ACRE TRACT
DOC. NO. 2006038439
(O.P.R.)

A CALLED 0.539 ACRE TRACT
OWNER: KENNETH E. KIRK AND THERESA M. KIRK
DOC. NO. 2018002225
(O.P.R.)

A CALLED 1.998 ACRE TRACT
OWNER: KENNETH E. KIRK AND THERESA M. KIRK
DOC. NO. 9667430 (O.R.)

OWNER: IRMA DIAZ
REMNANT PORTION OF A CALLED 26.045 ACRE TRACT
DOC. NO. 2002058098
(O.P.R.)

OWNER: THOMAS D. DIAZ, III AND MELISSA R. SHARPE-DIAZ
A CALLED 1.000 ACRE TRACT
DOC. NO. 2003019309 (O.P.R.)

APPROXIMATE SURVEY LINE (NOT FIELD LOCATED)

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
OF

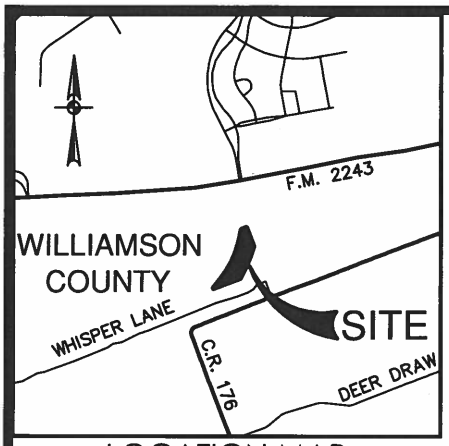
A 1.593 ACRE, OR 69,388 SQUARE FOOT TRACT OF LAND , BEING OUT OF A REMNANT PORTION OF A CALLED 50.00 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065655 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

AUGUST 31, 2018

JOB No.: 59006-16

Date: Aug 31, 2018, 3:49pm User ID: blawson
File: H:\survey\SURVEY16\16-59006\Exhibits\3-MMA RANCH-50_acres_R-1.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
P.O.C	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
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.

EXHIBIT
OF

A 1.593 ACRE, OR 69,388 SQUARE FOOT TRACT OF LAND , BEING OUT OF A REMNANT PORTION OF A CALLED 50.00 ACRE TRACT, DESCRIBED IN CONVEYANCE TO MMA RANCH LIMITED PARTNERSHIP IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2011065655 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	965.00'	31°06'09"	N22°59'31"E	517.43'	523.84'
C2	1105.00'	16°48'41"	S23°07'34"W	323.06'	324.22'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S68°45'56"W	69.51'
L2	N38°32'35"E	88.88'
L3	N69°02'10"E	48.21'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG. 3, STE. 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

AUGUST 31, 2018 JOB No.: 59006-16

Date: Aug 31, 2018, 9:15am User ID: blawson
File: H:\survey\SURVEY16\16-59006\Exhibits\3-MMA RANCH-50_acres_R-1.dwg

Commissioners Court - Regular Session **29.**

Meeting Date: 10/16/2018

FY 2019 CAPCOG Clean Air Coalition ILA

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an interlocal agreement between Williamson County and the Capital Area Council of Governments for participation by Williamson County in a 2019-2023 air quality plan for the Austin-Round Rock Metropolitan Statistical Area (MSA) including providing financial funding on a per capita basis in the amount of $45,992.

Background

This is the follow up to Commissioners Court action on October 2, 2018 on the agreement on the resolution laying the groundwork for this action.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Clean Air Coalition letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 08:54 AM
Form Started By: Garry Brown		Started On: 10/10/2018 03:26 PM
Final Approval Date: 10/11/2018		

INTERLOCAL AGREEMENT
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND
WILLIAMSON COUNTY
FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY PROGRAM

This Agreement is by and among Williamson County and the Capital Area Council of Governments (CAPCOG) (also referred to as the "Parties" or a "Party").

RECITALS

Whereas, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone (O_3) pollution;

Whereas, the CAPCOG Air Quality Program's planning efforts include coordinating development and implementation of voluntary regional air quality plans, providing technical assistance to organizations that participate in the air quality plans, administering regional pollution reduction grants and conducting air quality education and outreach to reduce emissions and exposure to air pollution. Technical research efforts include air quality monitoring, emissions inventory development, data analysis, modeling, and pollution control strategy evaluation;

Whereas, through 2017, the primary source of funding for CAPCOG's Air Quality Program was a recurring state grant from the Texas Commission on Environmental Quality (TCEQ) to ten "near-nonattainment" metro areas across the state, but funding for state fiscal years 2018 and 2019 was vetoed by the Governor of Texas on June 12, 2017;

Whereas, the Central Texas region depends upon CAPCOG's Air Quality Program for emissions data, regulatory guidance and information on air quality;

Whereas, Central Texas's 2017 O_3 "design value" was 69 parts per billion (ppb), just 1% below the 70 ppb maximum allowable level under the National Ambient Air Quality Standard (NAAQS) for ground-level O_3, leaving the region vulnerable to negative economic and regulatory consequences of non-compliance with the O_3 NAAQS;

Whereas, Central Texas experienced seven days in 2017 when air pollution levels were considered "Unhealthy for Sensitive Groups" and an additional 110 days when air pollution levels were considered "Moderate," leaving the region's residents and communities vulnerable to negative health impacts from air pollution; and

Whereas, Without CAPCOG's regional air quality program, Central Texas would be totally dependent on TCEQ and EPA to address the region's air quality issues or would need to field separate air quality programs in each individual jurisdiction.

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

Section 1. Purpose

This Agreement authorizes Williamson County to support the continuation of CAPCOG's regional air quality program as part of a joint effort among members of the Clean Air Coalition to enable CAPCOG to maintain its core planning, data collection, technical analysis, and outreach capabilities through 2019.

Section 2. CAPCOG's Responsibilities.

CAPCOG agrees to continue to conduct regional Air Quality planning and program management; air quality monitoring; air quality data analysis, technical assistance for implementing air quality improvement projects, air quality outreach and education, and other core air quality program staff operations as guided by the Central Texas Clean Air Coalition and authorized by the CAPCOG Executive Committee, details of which are attached hereto as Exhibit A and incorporated into this Agreement. Since this project is being funded in conjunction with several other organizations, deliverables will be considered "final" unless Williamson County or another organization providing funding objects within five business days of submission.

CAPCOG agrees to maintain fund accounting and financial systems for the Air Quality program so as to provide continued tracking of funds, whether grant or local contributions, and as required by law and policies of CAPCOG.

CAPCOG agrees to maintain and make available data collected and reporting developed as related to the use of these funds in air quality activities.

CAPCOG agrees to maintain and staff the Clean Air Coalition for the full extent of this agreement or as long as funding allows, whichever comes first, in order to guide the work program and to receive regular reporting on behalf of the jurisdictions participating in the air quality program.

Section 3. Williamson County's Responsibilities.

Williamson County agrees to contribute an amount of $45,992.00 in support of continued staff and activities within the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A and incorporated into this Agreement. Williamson County recognizes that this amount will only represent a portion of the funding that CAPCOG will need to

carry out the work in Exhibit A, and represents a pro-rata contribution to carrying this effort out, but that full performance of all tasks is dependent upon other organizations providing similar contributions on a pro-rata basis.

Section 4. Agreement Term

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until December 31, 2019, unless sooner terminated due to lack of funds.

Section 5. Termination

Williamson County acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery of performance.

CAPCOG terminates this contract for unavailability of funds by giving Williamson County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date. Notwithstanding any provision to the contrary, if CAPCOG terminates this contract for unavailability of funds, CAPCOG will return a pro-rata balance (based on the jurisdiction's July 1, 2016, population, as estimated by the U.S. Census Bureau) to Williamson County within 30 days after the notice date, less the value of any deliverables submitted by the notice date.

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

Section 6. Limitation of Liability and Governmental Immunity

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law,

subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Williamson County agrees to waive any duty CAPCOG owes Williamson County by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAPCOG to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAPCOG such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAPCOG. Circumstances included above, by way of example only, are:

(i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;

(iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;

(v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;

(vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG;

(vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,

(viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes

Section 7. Notice

All notices sent pursuant to this Agreement shall, at a minimum, be sent by e-mail. Copies of notices may also be hand-delivered or sent by U.S. mail. E-mail notice shall be deemed effective within 1 business day of submission of the e-mail or upon receipt of an e-mail notice documenting receipt of the e-mail, whichever is first. When notices are hand-delivered, it will be deemed effective upon receipt. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

Williamson County:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

CAPCOG:

Betty Voights
Executive Director
bvoights@capcog.org
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744

Each party may designate a primary point of contact for this agreement. Primary points of contact are authorized to submit and accept deliverables and invoices, change deadlines or deliverables in Exhibit A upon mutual agreement, and otherwise ensure each party's obligations are carried out. The primary point of contract for this agreement are listed below:

Williamson County:
Gary Boyd
Williamson County Parks and Recreation
Environmental Program Coordinator
gboyd@wilco.org
219 Perry Mayfield
Leander, TX 78641

(512) 943-1920

CAPCOG: Andrew Hoekzema
Director of Regional Services
ahoekzema@capcog.org
(512) 916-6043
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744

Section 8 County's Right to Audit

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

Section 9 Miscellaneous

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:

A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;

B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By:_____ **Date:_____**

Betty Voights
Executive Director

Williamson County

By: _____ **Date:_____**

Printed Name: _____

Representative Capacity: Presiding Officer, Williamson County Commissioners Court

EXHIBIT A: March 2, 2018, Letter from Betty Voights to County Judge

CAPCOG

Capital Area Council of Governments
6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744
(p) 512-916-6000 (f) 512-916-6001
www.capcog.org

Chair
Council Member Corbin Van Arsdale
City of Cedar Park

1st Vice Chair
Commissioner Gerald Daugherty
Travis County

2nd Vice Chair
Council Member Andrea Navarrette
City of Leander

Secretary
Judge Paul Pape
Bastrop County

Past Chair
Judge Bert Cobb
Hays County

Parliamentarian
Commissioner Cynthia Long
Williamson County

Judge Brett Bray
Blanco County

Judge Mary Cunningham
Llano County

Representative John Cyrier
Texas House

Commissioner Joe Don Dockery
Burnet County

Judge Dan Gattis
Williamson County

Council Member William Gordon
City of Smithville

Council Member Mike Heath
City of Pflugerville

Mayor Pro Tem Wiley Hopkins
City of Buda

Council Member Jane Hughson
City of San Marcos

Commissioner Debbie Ingalsbe
Hays County

Representative Jason Isaac
Texas House

Representative Celia Israel
Texas House

Judge Ed Janecka
Fayette County

Council Member Frank Leffingwell
City of Round Rock

Mayor Caroline Murphy
City of Bee Cave

Judge James Oakley
Burnet County

Commissioner Maurice Pitts
Lee County

Mayor Brandt Rydell
City of Taylor

Judge Ken Schawe
Caldwell County

Commissioner Brigid Shea
Travis County

Council Member Ellen Troxclair
City of Austin

Mayor Lew White
City of Lockhart

Representative Paul Workman
Texas House

March 2, 2018

The Honorable Dan Gattis
Williamson County Judge
710 S. Main St., Suite 101
Georgetown, TX 78626

Re: Fiscal Year 2019 Air Quality Program Funding Request

Dear Judge Gattis:

Local governments in the Austin-Round Rock metro area have long demonstrated their commitment to clean air and ensuring that the region remains in compliance with federal air quality regulations. As of the end of 2017, air pollution levels in the metro area are just 1% below federal standards, which underscores the importance of maintaining a high-quality regional air quality program to help ensure that we can remain in compliance with these standards. This is important for public health, for the region's economic competitiveness, and allowing the region to efficiently conduct transportation planning.

For the previous twenty years, the Austin-Round Rock Metro area's air quality program was primarily funded by a state planning grant that was awarded to CAPCOG. The $1.25 million in state air quality funding for fiscal years 2018 and 2019 that the Legislature had approved for CAPCOG was vetoed by the Governor in June 2017, and in response, the 22 local governments that are members of the Clean Air Coalition stepped up to the challenge by contributing $287,000 to CAPCOG's air quality program. Combined with about $150,000 that CAPCOG was able to carry forward from our 2016-2017 air quality grant, CAPCOG was able to maintain some of our core staff functions and continue conducting regional air quality monitoring in 2018.

Since CAPCOG lost two years' worth of state funding, CAPCOG is now requesting that your jurisdiction again contribute at least $30,205, the same pro-rata share of the $287,000 that CAC members contributed to CAPCOG's program in 2017 and FY 2018. This funding will enable us to: a) complete work on a new air quality plan due at the end of 2018, b) prepare a 2018 air quality report tracking the region's air quality progress, c) continue providing staff support to the CAC and maintain the www.AirCentralTexas.org website and social media accounts through September 2019, and d) to conduct regional ozone monitoring at six-eight sites in 2019 to supplement TCEQ's two sites in Travis County.

Due to the unavailability of state funding for FY 2019 to supplemental local funding, the $287,000 raised from local governments for FY 2018 would not be sufficient to maintain the same level of service CAPCOG's air quality program is currently providing. Therefore, we also request that your jurisdiction consider contributing additional $15,787 in funds in order to help CAPCOG maintain current service levels. This additional amount is your jurisdiction's

pro-rata share of the $150,000 is not receiving from the state in FY 2019. These additional funds would enable CAPCOG to: a) conduct an analysis of the 2018 air monitoring data, b) conduct an analysis of new emissions data that will be available from TCEQ and EPA for the region, c) provide technical assistance to CAC members in implementing emission reduction measures, d) conduct an analysis of the emission reductions from local emission reduction measures, and e) conduct additional outreach activities and advertising. These activities are important to ensuring that the region can continue to stay ahead of the curve in understanding and managing the region's air quality and remaining in compliance with federal regulations.

The enclosed funding table and scope of work outline the basis for each jurisdiction's funding request and how the funding would be used. If your staff could please let us know by May 1, 2018, whether your jurisdiction plans to include this request in your FY 2019 budget, we would appreciate it – this will help CAPCOG develop our own budget and staffing plan for FY 2019. Thank you again for your support for CAPCOG's air quality program.

Sincerely,

Betty Voights
Executive Director

Enclosures:
Attachment A: CAPCOG Air Quality FY 19 Funding Request Summary
Attachment B: CAPCOG Air Quality FY 19 Scope of Work

Attachment A: CAPCOG Air Quality FY 19 Funding Request Summary

CAPCOG's FY 2019 funding request is based on a continuation of the local funding requests that CAPCOG made in July 2017 to each CAC jurisdiction (FY 2019 Base Level) plus a supplemental funding request that would make up for the $150,000.00 in state funding that CAPCOG was able to carry forward from its FY 2016-2017 in order to fund its 2018 operations. Similar to CAPCOG's membership dues formula, the per-capita rates for counties are half of the rates for cities to reflect differences in the resource base for cities and counties.

County:

- Base Level Rate: $0.057129 per capita,
- Supplemental Rate: $0.029858 per capita

City:

- Base Level Rate: $0.114258 per capita
- Supplemental Rate: $0.059717 per capita

Jurisdiction	2016 Population	FY 2019 Base Level	FY 2019 Supplemental	FY 2019 Total Base + Supplemental
Bastrop County	82,733	$4,726	$2,470	$7,197
Caldwell County	41,161	$2,351	$1,229	$3,580
Hays County	204,470	$11,681	$6,105	$17,786
Travis County	1,199,323	$68,516	$35,810	$104,326
Williamson County	528,718	$30,205	$15,787	$45,992
City of Austin	947,890	$108,304	$56,605	$164,909
City of Bastrop	8,519	$973	$509	$1,482
City of Bee Cave	6,535	$747	$390	$1,137
City of Buda	15,023	$1,717	$897	$2,614
City of Cedar Park	68,918	$7,874	$4,116	$11,990
City of Elgin	9,323	$1,065	$557	$1,622
City of Georgetown	67,140	$7,671	$4,009	$11,681
City of Hutto	23,832	$2,723	$1,423	$4,146
City of Lakeway	14,641	$1,673	$874	$2,547
City of Leander	42,761	$4,886	$2,554	$7,439
City of Lockhart	13,527	$1,546	$808	$2,353
City of Luling	5,878	$672	$351	$1,023
City of Pflugerville	59,245	$6,769	$3,538	$10,307
City of Round Rock	120,892	$13,813	$7,219	$21,032
City of San Marcos	61,980	$7,082	$3,701	$10,783
City of Sunset Valley	696	$80	$42	$121
City of Taylor	16,857	$1,926	$1,007	$2,933
TOTAL	**2,056,405**	$287,000	$150,000	$437,000

Attachment B: CAPCOG Air Quality FY 19 Scope of Work

CAPCOG's Air Quality FY 2019 scope of work is intended to: 1) continue providing support for activities that help reduce ozone-forming emissions within the region, and 2) continue to collect ozone monitoring data throughout the region in order to supplement TCEQ's two regulatory ozone monitors in Travis County. This will be achieved by: 1) maintaining core CAPCOG staff activities required to sustain the region's air quality program, and 2) maintaining CAPCOG's regional ozone monitoring capabilities. In many cases, the tasks identified in this scope of work directly tie back to work that CAPCOG had planned to conduct using state funding during the 2018-2019 biennium. CAPCOG has prioritized these tasks based on the results of a stakeholder survey conducted in January 2019.

CAPCOG has organized this scope of work in order to identify tasks that could be completed if CAPCOG received the same $287,000 in local funding provided by CAC members in 2018, and supplemental tasks that could be completed if local governments provided the additional $150,000 in funding that CAPCOG would need to maintain the same level of air quality services as it provided in 2018 (to replace the remaining 2016-2017 grant funding that had been carried forward to 2018). This scope of work anticipates a start date of October 1, 2018, and an end date of December 31, 2019. This would cover various staff work between October 1, 2018, and September 30, 2019, and monitoring during the 2019 ozone season, March through November 2019. Since the funding provided by local governments for 2017 and 2018 was only intended to cover staff work up through September 30, 2018, and ozone monitoring through the end of the 2018 ozone season, there is no overlap in the work that will be completed under the FY 2018 funding and FY 2019 funding.

"Base" funding of up to $287,000 would cover the following tasks, in priority order:

1. Finalization of a New Regional Air Quality Plan
2. Clean Air Coalition Meetings
3. Clean Air Coalition Advisory Committee Meetings
4. Monthly Air Quality Newsletter
5. Basic Outreach Activities
6. Annual Air Quality Report
7. 2019 Ozone Monitoring

"Supplemental" funding up to $150,000 would cover the following tasks, in priority order:

1. Analysis of 2018 Air Monitoring Data
2. Analysis of 2017 National Emissions Inventory Data
3. Technical Assistance to CAC Members
4. Analysis of Local Emission Reductions
5. Additional Staff Outreach Activities and Air Quality Advertising

CAPCOG has prepared this scope of work based input from the CAC, but please note that at this stage, this scope of work and prioritization is flexible and, with any additional input from local officials and the CAC, we can make adjustments and re-prioritize these activities if necessary. In order to ensure that the same scope of work is used for all CAC members, CAPCOG expects to finalize the proposed scope of work at either the May or August Clean Air Coalition meetings.

Base Funding Tasks (up to $287,000)

Task 1: Finalization of New Regional Air Quality Plan

This task involves staff work involved in the completion of a new voluntary regional air quality plan covering 1/1/2019 – 12/31/2023. This work will include a continuation of any work completed prior to 9/30/2018 on this project up through when the new plan is finalized. Within this timeframe, CAPCOG expects this work to include the following activities:

- Coordinating CAC member resolutions and letters committing to participate in the plan;
- Drafting the text of the plan to present to the Clean Air Coalition Advisory Committee for review and comment ahead of the November 2018 CAC meeting;
- Incorporating feedback from the CACAC and any members of the public into the draft plan prior to the November 2018 CAC meeting;
- Incorporating any final feedback from the CAC into the final version of the plan; and
- Distributing copies of the plan to CAC members, the TCEQ, and EPA.

Task 2: Clean Air Coalition Support

This task involves ongoing staff support for the Central Texas Clean Air Coalition (CAC), the region's umbrella organization for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC. CAPCOG will host at least four Clean Air Coalition meetings between October 1, 2018, and September 30, 2019, under this task.

Task 3: Clean Air Coalition Advisory Committee Support

This task involves ongoing staff support for the CAC Advisory Committee, which provides policy and technical advice to the CAC. Under this task, CAPCOG will host at least four CAC Advisory meetings between October 1, 2018, and September 30, 2019. The CAC Advisory Committee's input remains an important tool for enabling the CAC to have well-informed technical and policy advice on air quality.

Task 4: Monthly Air Quality Newsletter

This task involves the preparation and dissemination of a monthly air quality newsletter to provide CAC representatives, CAC Advisory Committee representatives, and other stakeholders. This newsletter will include:

- Updates on air quality monitoring data from the prior month;
- Updates on state and federal regulatory action, legislation, and court cases relevant to air quality;
- Updates on funding and training opportunities relevant to air quality; and
- Information on upcoming meetings and other regional air quality activities.

All 20 CAC representatives, 44 CAC Advisory Committee representatives, and over a dozen other stakeholders currently rely on these newsletters for such information, and continuation of this activity would ensure that these updates can continue between CAC and CACAC meetings. This is particularly

important when there are time-sensitive issues such as grant opportunities or opportunities to comment on pending rules and regulations or opportunities to participate in outreach activities.

Task 5: Basic Outreach and Education Activities

This task involves basic direct air quality outreach and education activities carried out by CAPCOG between October 1, 2018 and September 30, 2019. This would involve maintaining the AirCentralTexas.org website, maintaining AirCentralTexas.org social media accounts and staffing at least one air quality outreach event in each county. These activities are important to providing basic air quality information to residents of Central Texas.

Task 6: Annual Air Quality Report

This task involves preparing CAPCOG's annual air quality report, which summarizes the region's air quality data from the previous year, the status of the implementation of the emission reductions within the region, and other information relevant to tracking the region's progress in implementing the regional air quality plan. This report provides an important tool for documenting the region's efforts to EPA and TCEQ, and to provide accountability among CAC members on implementation of commitments.

Task 7: 2019 Ozone Season Monitoring

Under this task, CAPCOG will operate ozone and meteorological monitoring at continuous air monitoring stations (CAMS) throughout the region during the region's 2019 ozone season (March 1, 2019 – November 30, 2019). Based on a 2019-2023 monitoring plan approved by the CAC, CAPCOG will conduct monitoring at approximately 6-8 stations within the CAPCOG region. This monitoring is particularly important for Bastrop, Caldwell, Hays, and Williamson Counties, since TCEQ doesn't operate any ozone monitors in these counties. Activities funded under this task will include:

- Relocation of any monitoring equipment if recommended in the 2019-2023 monitoring plan;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental/replacement costs;
- Incidental equipment repair costs and supply costs;
- Utilities;
- Licenses to use TCEQ's LEADS data system to host and display monitoring data;
- Data validation activities; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Following the end of the 2019 ozone season, CAPCOG will prepare a year-end monitoring report summarizing the monitoring activities completed during the 2019 ozone season, completeness statistics, accuracy statistics, and a year-end equipment inventory. CAPCOG's goal is to ensure the collection and validation of at least 75% of all possible hourly ozone, wind speed, wind direction, temperature, and humidity measurements each month during the 2019 ozone season at each monitoring station, and for ozone measurements to remain within 7% of reference measurements during monthly calibrations. These performance goals are consistent with EPA's most recent ambient air monitoring guidance for ozone monitoring.

Supplemental Funding Tasks (up to $150,000)

Task 8: Analysis of 2018 Air Monitoring Data

Under this task, CAPCOG will perform an analysis of the air pollution and meteorological data collected in 2018 and compare these data to data collected in previous years. This will help identify the conditions that were most likely to lead to high air pollution levels during 2018, whether these conditions were more or less likely to occur in 2018 compared to prior years, and whether there were any specific emissions-related or meteorological-related explanations for any deviations from what has been typical for the previous several years. This analysis will help provide a better understanding of the extent to which local emission reduction efforts impacted ambient ozone concentrations. CAPCOG will initiate this project following TCEQ's certification of its 2018 air monitoring data, which is due to EPA by May 1, 2019.

Task 9: Analysis of 2017 National Emissions Inventory Data

Under this task, CAPCOG will analyze any data TCEQ and EPA provide for the 2017 National Emissions Inventory (NEI) for its implications for regional air quality planning in the Austin-Round Rock MSA. Federal regulations require states to provide data every three years to develop an NEI, and the data for the 2017 NEI will be due to EPA by January 31, 2019. In 2016, CAPCOG performed a similar analysis for the data used for the 2014 NEI. This project will involve:

- Summarizing annual emissions totals by pollutant for each county in the CAPCOG region;
- Summarizing annual emissions totals by source for the CAPCOG region;
- Summarizing any trends in emissions within the region, across the state, and across the country;
- Identifying sources of emissions contributing the most to high ambient air pollution levels within the region when they occur; and
- Explaining the basis for the TCEQ and EPA emissions estimates and identifying any significant uncertainties or opportunities for improvement.

This analysis can be used to help the region better target its emission reduction strategies in order to achieve its goals.

Task 10: Technical Assistance to CAC Members to Implement Emission Reduction Measures

Under this task, CAPCOG will provide technical assistance to CAC members to implement emission reductions identified in the region's 2019-2023 air quality plan. This includes identifying best practices for implementing emission reduction commitments that an organization has made, analyzing operational data provided by an organization, identifying opportunities to maximize emission reductions, and assisting organizations with securing the funding and training needing to implement emission reduction measures. CAPCOG will plan on providing approximately 350 – 450 hours of technical assistance under this task. This work could also include implementation of any measures that are regional in scope that CAPCOG would be tasked with implementing. CAPCOG would prioritize these activities in such a way as to maximize the potential emission reductions that these efforts would achieve.

Task 11: Quantification of Local Emission Reductions and Ozone Impacts

This task involves quantification of emission reduction measures implemented by CAC members. This will involve estimation of NO_x emission reductions and other co-pollutant impacts of emission reduction measures identified in the annual air quality report based on operational data provided by CAC members. At a minimum, CAPCOG expects that this will include an assessment of:

- Commute solutions-related emission reductions;
- Fleet emission reduction measures; and
- Energy efficiency and renewable energy measures.

These efforts will help CAPCOG and local partners assess whether these measures are achieving the emission reductions intended and identifying opportunities for improvement.

Task 12: Additional Staff Outreach Activities and Air Quality Advertising

This task involves more extensive air quality outreach and education activities carried out by CAPCOG between October 1, 2018 and September 30, 2019, beyond what is described under Task 5, in order to increase the emission reductions that can be achieved by changing behavior among the public and organizations with large numbers of employees or members. At a minimum, this additional outreach would involve: 1) staffing at least an additional five outreach events within the region, 2) reaching out to and meeting with at least one large employer or other organization (>100 employees or members) each month to promote activities that can improve air quality or otherwise reduce the exposure of vulnerable populations to high levels of air pollution when it occur, 3) targeted institutional outreach to the media, health care professionals, educators, etc. to encourage reporting of the air quality index and air quality forecasts; and 4) purchasing advertising and educational supplies (approximately $30,000 - $50,000 total) to maintain high levels of air quality awareness and motivate members of the public to take action to reduce emissions; and 5) distribution a public-facing air quality outreach newsletter. CAPCOG will use an Outreach and Education subcommittee of the CAC Advisory Committee to help guide these activities. This will also involve recruitment of additional CAC members, with a goal of recruiting at least one additional CAC member by the end of FY 2019. Money spent on this task could also be leveraged as a local match for federal Commute Solutions funding, if necessary.

Task, Deliverable, and Performance Metric Summary

The following table identifies the deliverables, due dates, performance metrics, and performance targets for each task. In the event that an interlocal agreement starts after a deliverable due, the scope of work for that agreement would only include tasks that had not yet been completed, but would not affect the amount of funding that would be needed from the jurisdiction in order to complete the entire scope of work.

Table 1 Work Plan Task and Deliverable Summary

Task Number	Deliverable	Due Date	Performance Metric	Performance Target
1	New Regional Air Quality Plan	12/31/2018	On-Time Completion of Task	Completion of Task by 12/31/2018
2	Clean Air Coalition Meeting Minutes	30 days after meetings	Number of CAC Meetings	4
3	Clean Air Coalition Advisory Committee Minutes	30 days after meetings	Number of CACAC Meetings	4
4	Monthly Air Quality Newsletters	By the end of each month	Number of newsletters	12
5	Quarterly Reports on Basic Outreach Activities Completed	Within 10 business days of the end of each quarter	a) Number of unique visitors to Air Central Texas site b) number of social media posts, and c) number of events staffed in each county	a) 2,500 b) 100, and c) 1
6	2018 Air Quality Report	7/31/2018	Number of organizations reporting	20
7	Monthly Monitoring Reports	Within 10 business days of the end of each quarter	a) number of quality-assured hours of ozone monitoring data b) accuracy of ozone monitoring data	a) 28,944 (75% of all possible hours between 3/1 – 11/30 at six locations), and b) deviation of no more than +/- 7%

Task Number	Deliverable	Due Date	Performance Metric	Performance Target
8	2018 Air Monitoring Data Analysis Report	August 31, 2019	Number of 2018 hourly ozone and meteorological data points analyzed	241,200 (75% of all possible hourly values at 10 stations for five parameters)
9	2017 National Emissions Inventory Analysis Report	September 30, 2019	2017 NO_X Emissions Estimates Analyzed	1,610 (distinct NO_X emissions estimates for the 10-county CAPCOG region at the SCC-7 level)
10	Report on Technical Assistance Provided to CAC members	October 31, 2019	Hours of technical assistance provided	350
11	Quantification of Local Emission Reductions	September 30, 2019	NO_X emission reductions quantified	At least 2 tons per day
12	Quarterly Reports on Additional Outreach Activities Completed	Within 10 business days of the end of each quarter	a) Number of additional outreach events; b) number of meetings with large organizations, c) number of meteorologists reached, and d) advertising gross impressions	a) 5, b) 12, c) 3, and d) 2 million

Commissioners Court - Regular Session **30.**

Meeting Date: 10/16/2018

8 Telecommunications officer full-time position

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on adding 8 new 911 telecommunications officer full-time positions in the 911 Communications department (0581), as previously approved in the FY19 budget, to support health and safety operation of the county.

Background

The position title: Telecom Officer Trainee, pay grade: B.20, on the 911 career ladder with position funding of salary $37,650.97. Effective date: October 19, 2018

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	10/11/2018 10:32 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:52 AM
Form Started By: Tammy Fennell		Started On: 10/11/2018 08:55 AM
Final Approval Date: 10/11/2018		

Commissioners Court - Regular Session **31.**

Meeting Date: 10/16/2018

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

Background

This transfer will provide necessary funding (salary and fringe) for the creation of 8 full-time Tellecommunications positions based on a paygrade of B20 with an annual salary of $37,650.97.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	$439,565.60
To	0100-0581-001100	911 Comm/FT Salary	$301,207.76
To	0100-0581-002010	911 Comm/FICA	$23,042.40
To	0100-0581-002020	91 Comm/Retirement	$42,259.44
To	0100-0581-002030	911 Comm/Insurance	$73,056.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 12:28 PM
Form Started By: Ashlie Koenig		Started On: 10/11/2018 10:26 AM
Final Approval Date: 10/11/2018		

Commissioners Court - Regular Session **32.**

Meeting Date: 10/16/2018

cycle2

Submitted By: Rebecca Clemons, County Judge

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the list of position classifications to be included in the salary study cycle 2A.

Background

Attached is the list of position classifications recommended for review as part of the ongoing salary study recently approved by Commissioner's Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

salary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Rebecca Clemons		Started On: 10/10/2018 01:35 PM
Final Approval Date: 10/10/2018		

PROPOSED POSITION CLASSIFICATIONS
SALARY STUDY CYCLE 2A | Williamson County Human Resources

Emergency Services

Total Position Classifications - 52

Total Positions - 241

911 Communications

Position	Number of Positions
Captain	4
Deputy Director	1
Emergency Comm Dir	1
Lieutenant	7
Logistics Mgr	1
Prof Dev Mgr	1
Public Safety Tech Mgr	1
Telecom Ofcr I	12
Telecom Ofcr II	14
Telecom Ofcr III	16
Telecom Ofcr IV	9
Telecom Ofcr Trainee	4

Emergency Management

Position	Number of Positions
Deputy Dir Emergency Mgmt	1
Director Emergency Mgmt	1
Emerg Mgmt Spec	1
Emergency Mgmt Spec	1

Emergency Medical Services

Position	Number of Positions
Captain, Clinical	1
Captain, EMS Support	1
Captain, Quality	1
Community Paramedic Grant	5
Demand Paramedic	1
Director of EMS	1
EMS Clinical Commander	1
EMS Clinical Div Commander	1
EMS Comdr Logistics	1
EMS Commander	9
EMS Compliance Commander	1
EMS Cpt Clinical Practices	1
EMS Division Commander	1
EMS Lieutenant	15
EMS Paramedic	89
EMS Staffing Specialist	1
EMS Transfer Paramedic	2
EMS Warehouse Associate	1
Field Oper Float Paramedic	3
Sr Medical Officer	6

Emergency Services Department

Position	Number of Positions
Sr Dir of Emerg Serv	1

HazMat

Position	Number of Positions
Hazardous Coordinator	1
Hazmat Asst Chief	2
Hazmat Chief	1

Mobile Outreach

Position	Number of Positions
Clinical Coordinator MOT	1
Director of Outreach	1
Mental Health Specialist	4
Qual Improvement Clinician	1

MOT Grants

Position	Number of Positions
Community Paramedic Grant	2
Lead Paramedic Grant	1

RCS

Position	Number of Positions
Director of Wireless Comm	1

Tobacco HUG Program

Position	Number of Positions
Com Paramedicine Mgr GRANT	1
Community Paramedic GRANT	3

Wireless Communications

Position	Number of Positions
Wireless Program Spec	2
Wireless Tech ESD	1
Wireless Tower Tech	1

Commissioners Court - Regular Session **33.**

Meeting Date: 10/16/2018

Second Amendment to PSA for EMS Medical Direction

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Second Amendment to the Williamson County Professional Services Agreeement for Medical Direction of EMS.

Background

This is the second amendment to the original agreement approved in 2011 with the increase in consideration amount for Medical Direction for Williamson County EMS. This amendment was approved by legal and funding was approved and budgeted for the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

1295

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/10/2018 09:44 AM
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:11 PM
EMS (Originator)	Michael Knipstein	10/10/2018 03:12 PM
Form Started By: Michael Knipstein		Started On: 10/10/2018 07:23 AM
Final Approval Date: 10/10/2018		

SECOND AMENDMENT TO WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTION OF EMERGENCY MEDICAL SERVICES

THIS SECOND AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTION OF EMERGENCY MEDICAL SERVICES, hereinafter "First Amendment," is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter "County," and Scott & White Clinic, a Texas nonprofit corporation, hereinafter "S&W."

RECITALS

WHEREAS, County and S&W executed that certain agreement entitled Williamson County Professional Services Agreement for Medical Direction of Emergency Medical Services, hereinafter the "Agreement," which became effective as of October 8, 2011, and first amended January 29, 2015;

WHEREAS, it has become necessary to further amend the Agreement in order to increase the consideration to be paid by County to S&W;

NOW, THEREFORE, premises considered, County and S&W agree that the Agreement is amended as stated below:

AGREEMENT

1. Article V., Section A. of the Agreement shall be amended as follows:

   Consideration. Beginning October 1, 2018, County agrees to pay S&W and S&W agrees to accept the total sum of SIXTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($16,800.00) each month for the Services described herein. This monthly amount may be modified by mutual agreement of the parties at the beginning of each subsequent fiscal year of the County.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding and enforceable obligations of such party.

3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20___

SCOTT & WHITE CLINIC:

By: Tim Bittenbinder MD

Printed Name: Tim Bittenbinder MD

Title: Chair, S+W Board of Directors

Date: 9/5/18 ____, 2018

AGREED AS TO FORM AND SUBSTANCE:

MEDICAL DIRECTOR:

By: _____

Printed Name: Jeffrey L. Jarvis, M.D.

Date: 10/4 ____, 2018

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-407871

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.
Scott & White Clinic
Temple, 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

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.
Williamson County
EMS Medical Director Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bittenbinder, Timothy	Temple, TX United States	X	
Watson, Robin	Temple, TX United States	X	
Bird, Erin	Temple, TX United States	X	
Montgomery, Mark	Temple, TX United States	X	
Beeram, Madhava	Temple, TX United States	X	
Caldera, Angel	Temple, TX United States	X	
McNeal, Tresa	Temple, TX United States	X	
Reis, Mike	Temple, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John P. Cunningham, and my date of birth is 10/13/1950.

My address is 2401 S. 31st Street (street), Temple (city), TX (state), 76508 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bell County, State of Texas, on the 25th day of Sept. (month), 2018 (year).

WILLIE E CUMMINGS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 5/3/22
NOTARY ID 12978800-5

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **34.**

Meeting Date: 10/16/2018

Williamson County Training Lab Console

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. for the Williamson County Training Lab Proposal. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-18).

Background

This contract is supporting the purchase of radio communications equipment to be installed in the Emergency Communications Training Lab. This equipment will serve as training stations for new employees and will also serve as backup radio dispatch positions during times of high demand and radio system maintenance events. This will provide the computer interface and accessory equipment necessary to operate as a fully functioning radio dispatch position and will provide the same level of operability as the existing dispatch consoles on the 9-1-1 Operations Floor. The addition of this radio training equipment was identified as a specific need in the Operational Assessment Report completed by Mission Critical Partners and presented to Commissioners Court in August of this year. The funding for this project is included in the Capital Improvement Project also under consideration for this year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1295 Form (SIGNED)
1295 Form Acknowledged
WC Addendum (SIGNED)
RA05-18 HGAC
WC Training Lab Console Project FINAL

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Catherine Roberts		Started On: 10/09/2018 02:13 PM
Final Approval Date: 10/10/2018		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-409483

Date Filed:
10/01/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

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.

Training Lab Console Project
Addition of 8 MCC7500 communications consoles in new Williamson County training lab

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 Clay Cassard, and my date of birth is 12/15/1978.

My address is 2120 W Braker Lane (street), Austin (city), TX (state), 78758 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 2 day of October (month), 2018 (year).

C. Clay C

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-409483

Date Filed:
10/01/2018

Date Acknowledged:
10/01/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

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.

Training Lab Console Project
Addition of 8 MCC7500 communications consoles in new Williamson County training lab

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES SOW CONTRACT "WILLIAMSON COUNTY TRAINING LAB BUILDOUT" (Supplement to H-GAC Contract #RA05-18)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance with All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the _____ day Of _____, 2018.

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

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those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid

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or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis• Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

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knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifyH-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

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its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H• GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

DocuSigned by:
Signature Travis Boettcher
970050FB3ADC4F5...

Name Travis Boettcher

Title Vice President

Date 7/25/2018

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/24/2018

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one*

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million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a GeneralAggregate limit of ,000,000.

Product liability insurance with a Single Occurrence limit of at least ,000,000.00, and a

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General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

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Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-18

H-GAC Product Code	Item Description (Offeror may not change any desctiption or add items)	Offered Price
NA	***Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.***	
	Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
NB	***Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.***	
NC	**Mobile Command Interoperable Communication Equipment & Services**	
ND	**Motorola Solutions Integration Services LMR**	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	$ 1,818.00
ND	System Engineering Daily Rate*	$ 1,818.00
ND	System Technologist Daily Rate*	$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	$ 150.00
ND	Standard Shop Installation: Daily Rate*	$ 1,200.00
ND	Mobile Radio Installation*	$180-$500
ND	Radio Programming*	$55-$125
ND	Data Installation*	$180-$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	**Motorola Solutions Integration Services Advanced Services**	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consolting Services-Daily Rate*	$1,694
ND	Security Project/Program Management-Daily Rate*	$1,694
ND	Wireless Security Technician-Daily Rate*	$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	$1,580

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ND	Secutriy Trainer-Daily Rate*	$1,328
ND	Application Security Code Reviewer-Daily Rate*	$2,033
ND	IT Incident Response and E-Discovery Assitance-Daily Rate*	$1,694
ND	IT Disaster Recovery Planner-Daily Rate*	$1,580
ND	IT Disaster Recovery Plan Tester-Daily Rate*	$1,580
ND	Buisness Continuity/Continuity of Government Planner-Daily Rate*	$1,580
ND	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,580
ND	Mobile Application Services Project Management-Daily Rate*	$565
ND	Mobile Application Services System Engineer-Daily Rate*	$565
ND	Mobile Application Services Solution Architech-Daily Rate*	$2,033
ND	Mobile Application Services Application and Solution Design-Daily Rate*	$2,033
ND	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,033
ND	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
ND	Application Integration and Customization Services System Engineer-Daily Rate*	$1,694
ND	Application Integration and Customization Services Solution Architech-Daily Rate*	$2,033
ND	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,033
ND	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
ND	Unified Communications Services Project Management-Daily Rate*	$1,694
ND	Unified Communications Services System Engineer-Daily Rate*	$1,694
ND	Unified Communications Services Solution Architech-Daily Rate*	$2,033
ND	Unified Communications Services Application and Solution Design-Daily Rate*	$2,033
ND	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,694
ND	Consulting Services Project Management-Daily Rate*	$1,694
ND	Consulting Services System Engineer-Daily Rate*	$1,694
ND	Consulting Services Solution Architech-Daily Rate*	$2,033
ND	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$2,033
ND	Consulting Servics IP Network Design and Integration-Daily Rate*	$2,033
ND	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,033
ND	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$2,033

APC DISCOUNTS PER ECAT/MOL PRICEBOOK

020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

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789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

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708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

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051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

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761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

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458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

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769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List

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MOTOROLA SOLUTIONS

WILLIAMSON COUNTY

WILLIAMSON COUNTY TRAINING LAB PROPOSAL **OCTOBER 3, 2018**

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Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

October 3, 2018

Catherine Roberts
Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

RE: Williamson County Training Lab Proposal

Dear Mrs. Roberts

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Williamson County Training Lab Proposal. The Proposal is based upon and subject to the terms and conditions of the H-GAC Agreement (RA05-18) and consists of this cover letter, the Statement of Work, the System Description, Equipment List, and the HGAC Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola would be happy to discuss any concerns the County may have with the Proposal.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Rick Russek
Areas Sales Manager

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SECTION 1

SOLUTION SUMMARY

1.1 WILLIAMSON COUNTY–TRAINING LAB

Motorola is pleased to provide Williamson County, TX with a design to add eight (8) MCC7500E dispatch consoles at their training lab facility. Motorola's understanding is that the County will mainly use these consoles to train the County personnel and can use this facility as a backup dispatch center in case the primary dispatch site is unavailable during maintenance.

This proposal includes the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
GATTRS Core	- Dispatch Site Licenses for the master site (5 pack) x Qty 2
Williamson County Training Lab/Backup Dispatch	- MCC7500E Dispatch Consoles (HP Z2 Mini workstations) and accessories x Qty 8 - 22" Non-touch Monitor x Qty 8 - APX7500 dual-band (VHF and 7/800MHz) Consolette x Qty 8 - Control Station Combiner, Antenna and lines for Consolette (7/800MHz band only) x Qty 1 - GGM8000 Router x Qty 2 - HP LAN Switch x Qty 1 - Conventional Site Controller x Qty 1 - Fan-out LAN Switch x Qty 1 - CCGW x Qty 1 - NICE logging licenses - FRU Spares for LAN Switch and Consoles

Listed below are the existing systems will be reused.

- Logging recorder – existing NICE logging recorder will be used to log the consoles via existing AIS.

1.1.1 Training Lab/Backup Dispatch -

Motorola will provide 8 MCC7500E Consoles with necessary licenses and accessories along with the networking equipment to set up a console site at Williamson County's Training Lab. Motorola has proposed HP Z2 Mini workstations for the dispatch operator positions. Motorola's understanding is this lab will be located in the same building as the current Primary dispatch center.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

For this deployment, Motorola will provision the training lab site router WAN links (primary and backup router) on the existing Microwave backhaul and set up the training lab dispatch site connectivity to GATTRS Master site (a.k.a. core) as requested by the County.

Motorola has also included a fan-out switch in the design, where the 2nd site router WAN link will be connected in future. This switch will be located at the Primary dispatch site back room. Motorola understands that there is an existing fiber link between Primary dispatch center and GATTRS core. Motorola will supply and install this fan-out switch where second site router from the primary dispatch site and training lab will interface and connects to the fiber link. This will act as a backup link to exiting microwave backhaul. The County will work with the fiber provider to increase the link capacity on the existing fiber link. When additional capacity is available, Motorola will coordinate with the County to transfer the training lab backup router WAN link on the fiber link. Motorola estimates that 3Mbps bandwidth will be required to support the training lab dispatch site WAN links on the Microwave backhaul and the County provided fiber.

In addition, Motorola has proposed Conventional Gateways to interface the backup Consolettes. A Conventional site controller is also provided to support “fallback operation” of the conventional resources in case of a highly unlikely event of isolation from the Austin master site.

Existing NICE logging recorder will be used to log the training lab consoles talkgroups via existing AIS. In addition, Motorola has accounted for total 16 licenses on the existing NICE logging recorder - 8 licenses for the proposed dispatch operator positions to log the audio from the console Op and 8 licenses to log the audio from the proposed backup Consolettes.

The County will be able to leverage the resources available at the Primary dispatch center for the VHF paging system as long as the training lab has connectivity to the GATTRS core. The training lab operators will lose the access to these resources in case of an isolation even from the core.

1.2 MOTOROLA RESPONSIBILITIES

Motorola’s general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with Williamson County.
- Coordinate the activities of all Motorola subcontractors.
- Administer safe work procedures for installation.
- Supply Type 3 power strips for the training lab to power the console equipment.
- Connect the site router WAN links to existing Microwave backhaul.
- Provide a tower mounted standoff bracket for the one control station antenna to be installed on the site tower at the northeast corner of the training lab.
- Ground the Type 3 power strips, CAT6 network patch panels (county supplied) and any backroom equipment where ground lugs are available using R56 guidelines at the training lab.
- Extend the grounding connections to the sub ground bar provided by the County in training lab.
- Provide all required materials for installing, mounting, crimping, grounding and bonding all Motorola provided equipment as part of this proposal.
- Perform County witnessed system acceptance test.

- Provide final system documentation.

1.3 WILLIAMSON COUNTY RESPONSIBILITIES AND ASSUMPTIONS

Williamson County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Williamson County's general responsibilities include the following:

- Ensure communication sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Coordinate the activities of all Williamson County's vendors or other contractors.
- Provide power connection to Type 3 power strips supplied by Motorola to power the console equipment at the operator position at training lab. The County can either provides demark (power outlet) within 6ft of the power strip or extend the power strip connection to main electrical panel. County can also choose to provide a 1KW UPS unit for each operator position if desired.
- Supply CAT6 patch panel(s) with ground lug(s) in the backroom to extend the LAN connections from Console operator positions in the training lab to the LAN switch in the backroom.
- Provide R56 compliant grounding connectivity at the training lab dispatch area and extend the master ground ring connectivity to the sub ground bar under the floor in the training lab area (within 10ft of the dispatch operator positions).
- Wire the inputs to the proposed Aux I/O module e.g. Door open/close, PA system etc.
- Provide KVL and load the encryption keys to the proposed consoles and Consolettes.

Motorola has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- No new power systems such as UPS or DC plants or backup power systems such as generators are proposed to support the new equipment at the training lab. No expansions to existing power systems or backup power systems are proposed at the training lab.
- Motorola assumed that there is sufficient bandwidth available on the existing backhaul network for site links between the backup dispatch site and GATTRS system.
- Motorola will reuse existing grounding bar available in the backroom to make grounding connections to the proposed equipment in the backroom.
- Any required system interconnections not specifically outlined here will be provided by Williamson County. These may include dedicated phone circuits, microwave links, Fiber links, Leased lines or other types of connectivity.
- County will supply control station combiner, antenna and lines, antenna mounting brackets and required installation and integration services if they wants to use Consolettes in the VHF band at the training lab.
- There is sufficient room available at the training lab to support proposed RF antenna and lines.
- This design assumes adequate power and HVAC exist at the training lab.

- This proposal does not include any Type I/Type II Surge Protection. Type I/II Surge protection is a County responsibility.
- Motorola Solutions will install the equipment per Standards and Guidelines for Communication Sites (R56) standards; however any required R56 work outside of the scope of installing the new equipment is a responsibility of the County.
- Any site/location upgrades or modifications are the responsibility of the County.
- There is no staging or training included in this design.
- Motorola assumed that no prevailing wages are required for this project.
- The sites have adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- No new logging recorder has been included in this proposal.
- There is no network management client proposed in this design.

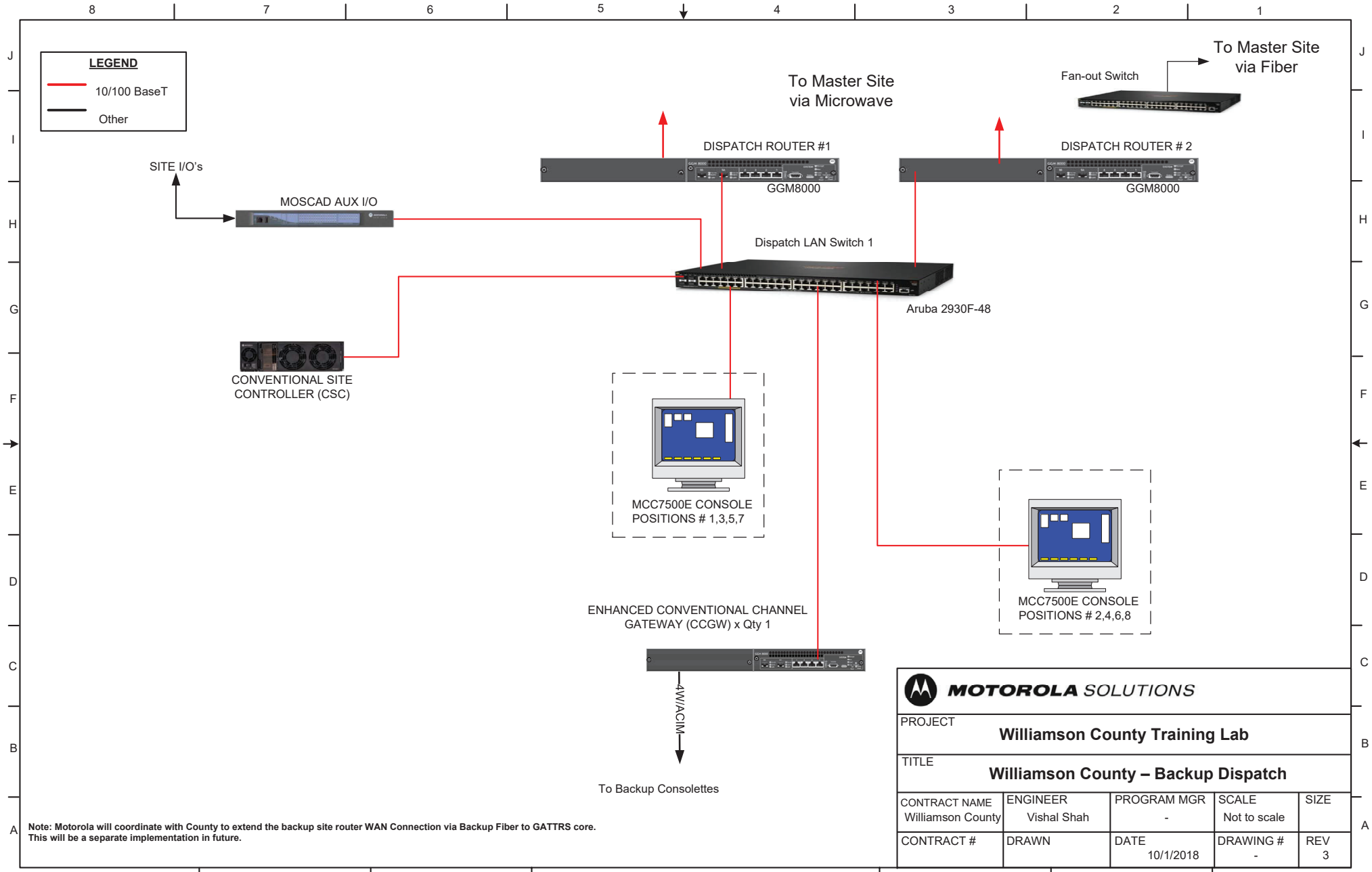
Where necessary, the Williamson County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.

SECTION 2

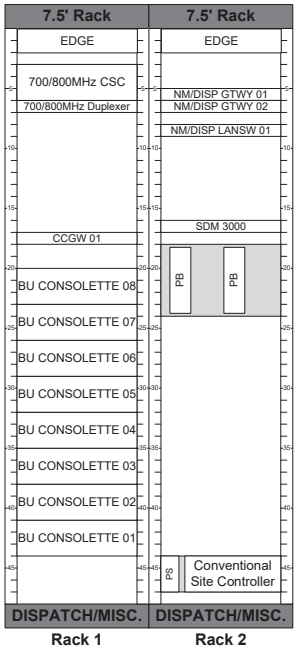
SYSTEM DRAWINGS

System Drawings are included on the pages that follow.

Use or disclosure of this proposal is subject to the restrictions on the cover page.



Note: Motorola will coordinate with County to extend the backup site router WAN Connection via Backup Fiber to GATTRS core. This will be a separate implementation in future.



MOTOROLA SOLUTIONS

PROJECT: **Williamson County – Training Lab**				
TITLE: **Williamson County Backup Dispatch**				
CONTRACT NAME	ENGINEER: Vishal Shah	PROGRAM MGR: -	SCALE: Not to scale	SIZE
CONTRACT #	DRAWN: Vishal Shah	DATE: 10/1/2018	DRAWING #: -	REV: 6

SECTION 3

EQUIPMENT LIST

SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
Backup Dispatch	OP_POS	1	-	8	B1948	MCC 7500E DISPATCH POSITION LICENSES
Backup Dispatch	OP_POS_LIC	1	a	8	UA00653AA	ADD: BASIC CONSOLE OPERATION
Backup Dispatch	OP_POSIT	1	b	8	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
Backup Dispatch	OP_POSIT	1	c	8	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
Backup Dispatch	OP_POSIT	1	d	8	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
Backup Dispatch	OP_POSIT	1	e	8	UA00658AA	ADD: SECURE OPERATION
Backup Dispatch	OP_POSIT	1	f	8	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
Backup Dispatch	OP_POSIT	1	g	8	UA00661AA	ADD: ENHANCED IRR
Backup Dispatch	OP_POSIT	2	-	1	B1949	MCC 7500E SOFTWARE DVD
Backup Dispatch	OP_POSIT	3	-	8	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
Backup Dispatch	OP_POSIT	4	-	8	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Backup Dispatch	OP_POSIT	5	-	8	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
Backup Dispatch	OP_POSIT	6	-	16	B1952	SPEAKER, DESKTOP, USB
Backup Dispatch	OP_POSIT	6	a	16	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Backup Dispatch	OP_POSIT	7	-	8	B1941	USB AUDIO INTERFACE MODULE
Backup Dispatch	OP_POSIT	8	-	8	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
Backup Dispatch	OP_POSIT	9	-	16	B1913	MCC SERIES HEADSET JACK
Backup Dispatch	OP_POSIT	10	-	8	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
Backup Dispatch	OP_POSIT	11	-	8	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
Backup Dispatch	OP_POSIT	12	-	8	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
Backup Dispatch	OP_POSIT	13	-	8	T7885	MCAFEE WINDOWS AV CLIENT
Backup Dispatch	OP_POSIT	14	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
Backup Dispatch	OP_POSIT	15	-	8	DSST7300U3M	7 PORT USB HUB
Backup Dispatch	OP_POSIT	16	-	8	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
Backup Dispatch	SWITCH	17	-	1	CLN1869	2930F 48-PORT SWITCH
Backup Dispatch	SWITCH	18	-	1	CLN1869	2930F 48-PORT SWITCH
Backup Dispatch	SWITCH	19	-	1	ARUBAFIBERCABLE	HP QK737A Premier Flex Multimode OM4 LC/LC Fiber Optic cable, 50m (164ft) long
Backup Dispatch	SWITCH	20	-	1	ARUBASFP	Axiom 100Base-FX SFP 1310nm 2km LC MM Transceiver (Aruba J9054D)
Backup Dispatch	ROUTER	21	-	2	SQM01SUM0205	GGM 8000 GATEWAY
Backup Dispatch	ROUTER	21	a	2	CA01616AA	ADD: AC POWER
Backup Dispatch	AUX_IO	22	-	1	F4543	SITE MANAGER BASIC
Backup Dispatch	AUX_IO	22	a	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
Backup Dispatch	AUX_IO	22	b	1	V266	ADD: 90VAC TO 260VAC PS TO SM
Backup Dispatch	AUX_IO	22	c	3	V592	AAD TERM BLCK & CONN WI
Backup Dispatch	GCP8000	23	-	1	T7038	GCP 8000 SITE CONTROLLER
Backup Dispatch	GCP8000	23	a	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
Backup Dispatch	GCP8000	23	b	1	X153AW	ADD: RACK MOUNT HARDWARE
Backup Dispatch	GCP8000	23	c	1	CA01136AA	MCC 7500 CONVEN SITE OPER
Backup Dispatch	CCGW	24	-	1	SQM01SUM0205	GGM 8000 GATEWAY
Backup Dispatch	CCGW	24	a	1	CA01616AA	ADD: AC POWER
Backup Dispatch	CCGW	24	b	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
Backup Dispatch	RACK	25	-	2	TRN7343	SEVEN AND A HALF FOOT RACK

SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
Backup Dispatch	POWER	26	-	8	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
Backup Dispatch	POWER	27	-	2	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
Backup Dispatch	POWER	28	-	24	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
Backup Dispatch	RACK	29	-	2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
Backup Dispatch	RACK	30	-	2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
Backup Dispatch	SPARES	31	-	1	B1941	USB AUDIO INTERFACE MODULE
Backup Dispatch	SPARES	32	-	1	B1952	SPEAKER, DESKTOP, USB
Backup Dispatch	SPARES	32	a	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
Backup Dispatch	SPARES	33	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
Backup Dispatch	SPARES	34	-	1	B1913	MCC SERIES HEADSET JACK
Backup Dispatch	SPARES	35	-	1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
Backup Dispatch	SPARES	36	-	1	CLN1869	2930F 48-PORT SWITCH
Backup Dispatch	APX7500CON	37	-	8	L30TSS9PW1 N	APX CONSOLETTE DUAL BAND
Backup Dispatch	APX7500CON	37	a	8	GA00244	ADD: 7/800MHZ PRIMARY BAND
Backup Dispatch	APX7500CON	37	b	8	GA00308	ADD: VHF MP SECONDARY BAND
Backup Dispatch	APX7500CON	37	c	8	GA00579	ADD: ENABLE DUAL BAND OPERATION
Backup Dispatch	APX7500CON	37	d	8	G806	ADD: ASTRO DIGITAL CAI OPERATION
Backup Dispatch	APX7500CON	37	e	8	G51	ENH: SMARTZONE OPERATION APX
Backup Dispatch	APX7500CON	37	f	8	G361	ENH: P25 TRUNKING SOFTWARE APX
Backup Dispatch	APX7500CON	37	g	8	GA00580	ADD: TDMA OPERATION APX
Backup Dispatch	APX7500CON	37	h	8	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
Backup Dispatch	APX7500CON	37	i	8	G996	ENH: OVER THE AIR PROVISIONING

SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
Backup Dispatch	APX7500CON	37	j	8	GA09008	ADD: GROUP SERVICES
Backup Dispatch	APX7500CON	37	k	8	GA01767	APX MOBILE RADIO AUTHENTICATION
Backup Dispatch	APX7500CON	37	l	8	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
Backup Dispatch	APX7500CON	37	m	8	W382	ADD: CONTROL STATION DESK GCAI MIC
Backup Dispatch	APX7500CON	37	n	8	CA01598	ADD: AC LINE CORD US
Backup Dispatch	APX7500CON	37	o	8	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
Backup Dispatch	APX7500CON	37	p	8	GA00318	ADD: 5Y ESSENTIAL SERVICE
Backup Dispatch	APX7500CON	38	-	8	HKN6184C	CABLE CH, PROGRAMMING,USB
Backup Dispatch	APX7500CON	39	-	8	HKN6233C	APX CONSOLETTE RACK MOUNT KIT
Backup Dispatch	APX7500CON	40	-	8	T7914	RADIO MANAGEMENT ONLINE
Backup Dispatch	APX7500CON	40	a	8	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE
Backup Dispatch	APX7500CON	41	-	1	DS4383G01A08	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 8 CHANNEL
Backup Dispatch	APX7500CON	42	-	1	DS2683B10A	DUPLEXER FOR 762-776/792-806, OPTION W/700-800MHZ CSC FOR 700 MHZ ONLY
Backup Dispatch	APX7500CON	43	-	16	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
Backup Dispatch	APX7500CON	44	-	160	L3570	FSJ4RK-50B CABLE: 1/2" SUPERFLEX FOAM COAX BLCK FIRE RETARDANT JCKT,
Backup Dispatch	APX7500CON	45	-	2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
Backup Dispatch	APX7500CON	46	-	1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
Backup Dispatch	APX7500CON	47	-	1	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
Backup Dispatch	APX7500CON	48	-	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
Backup Dispatch	APX7500CON	49	-	1	DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/2 IN CABLE
Backup Dispatch	APX7500CON	50	-	150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
Backup Dispatch	APX7500CON	51	-	1	DSCC80703	OMNI, CORPORATE COLLINEAR, 3 DBD, 746-870 MHZ, PIM & 25 KW PIP RATED

SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
Backup Dispatch	APX7500CON	52	-	5	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
Backup Dispatch	LOG_REC	53	-	1	TT3290	SINGLE TELEPHONY RECORDER BASE BUNDLE
Backup Dispatch	LOG_REC	53	a	16	TT06304AA	ADD: ELITE RECORDING CHANNEL
Backup Dispatch	LOG_REC	54	-	1	DDN2487	ANALOG DIGITAL TRUNK FULL LENGTH PCI E INTERFACE BOARD WITH NO CABLE
Backup Dispatch	LOG_REC	55	-	1	DDN1691	ACTIVITY DETECTION BY EXTERNAL TRIGGER (SQUELCH) (24 INPUTS) (MAX 1)
Backup Dispatch	LOG_REC	56	-	1	DDN2502	CONNECTION CABLE 10M FOR ANALOG DIGITAL CARDS
Backup Dispatch	LOG_REC	57	-	1	DDN2523	MYSQL SERVER LICENSE STANDARD EDITION
Core Lic	LICENSE	58	-	1	SQM01SUM0273	MASTER SITE CONFIGURATION
Core Lic	LICENSE	58	a	1	CA02629AC	ADD: EXPAND 7.17 M CORE
Core Lic	LICENSE	58	b	2	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)

SECTION 4

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X

Tasks	Motorola Solutions	Customer
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	

Tasks	Motorola Solutions	Customer
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X

Tasks	Motorola Solutions	Customer
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Provide and ground Type 3 power strips for the Training Lab to power the console equipment.	X	
Provide power connection to Type 3 power strips supplied by Motorola to power the console equipment at the operator position at training lab. The County can either provides demark (power outlet) within 6ft of the power strip or extend the power strip connection to main electrical panel. County can also choose to provide a 1KW UPS unit for each operator position if desired.		X
Wire the inputs to the proposed Aux I/O module e.g. Door open/close, PA system etc.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		

Tasks	Motorola Solutions	Customer
Antenna and Transmission Line Installation		
Install control station antenna	X	
Install transmission lines required for system.	X	
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).	X	
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.	X	
Deliverable: Antenna and Transmission Line installed.		
Console Installation and Configuration		
Install qty. 8 MCC7500E Consoles with necessary licenses and accessories outlined in the system description and equipment list provided in this proposal. This solution will be install in training lab in same location as the dispatch site.	X	
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Supply CAT6 patch panel(s) with ground lug(s) in the backroom to extend the LAN connections from Console operator positions in the training lab to the LAN switch in the backroom		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Perform console programming and configuration per existing Williamson County Configurations. No new configurations included in this proposal.	X	
Provide KVL and load the encryption keys to the proposed consoles and Consolettes		X
Deliverable: Console equipment installation completed.		
Logging Equipment		
The existing NICE logging recorder will be used to log the consoles via the existing AIS.		X
Additional NICE logging licenses have been provided to record training lab	X	

Tasks	Motorola Solutions	Customer
Deliverable: Logging licenses provided.		
WAN Links		
Provision the training lab site router WAN links (primary and backup router) on the existing Microwave backhaul and set up the training lab dispatch site connectivity to GATTRS Master site (a.k.a. core) as requested by the County.	X	
Install Fan-out switch in Primary dispatch site back room	X	
Motorola Solutions will not perform on site testing or evaluations other than the Functional Acceptance Testing of the installed equipment outlined below.	X	
Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment	X	
Provide requested information about customer LAN for evaluation purposes.		X
Provide IT support for evaluation of customer's network.		X
Deliverable: WAN network is assessed and assessment findings are presented to the customer.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X

Tasks	Motorola Solutions	Customer
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
No training included		
Cutover		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X

Tasks	Motorola Solutions	Customer
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with Will Co. existing services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide project documentation of the following: - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - Antenna Network Drawings for RF Sites (where applicable). - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Console Programming Template (where applicable). - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

SECTION 5

PRICING SUMMARY

Total solution price per equipment and services outlined in this proposal

Training Lab Console	$868,548.00
HGAC/ City of Austin Contract Discount	($139,017.00)
Total Contract Price	$729.532.00
Valued Customer / Additional Incentive	(185,000.00)
Valid with Contract / PO Execution by 10-31-18)	
Grand Total	**$544,532.00**

SECTION 6

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and _____, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2018 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: _____ all dated _____.

Exhibit D Motorola/H-GAC Contract dated May 1, 2018.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

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

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.

(4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall

promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ ($_____), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due at project kickoff;

2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;

3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and

4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

(i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

(ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2018.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
500 W. Monroe Street, 43rd Floor
Chicago, IL 60661
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated May 1, 2018.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.	**PURCHASER**
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print - Block Letters)	Name: _____ (Print - Block Letters)
Title: _____ (Print - Block Letters)	Title: _____ (Print - Block Letters)
Date: _____	Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.

b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.

c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.

f) Equipment that has had the serial number removed or made illegible.

g) Batteries (because they carry their own separate limited warranty).

h) Freight costs to the repair depot.

i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.

j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

k) Software.

l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

(1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.

(2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.

(3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the

same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

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

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Technical and Implementation Documents

SEE MOTOROLA'S PROPOSAL DATED _____

Exhibit D

Motorola/H-GAC Contract dated May 1, 2018.

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties**.**

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Commissioners Court - Regular Session **35.**

Meeting Date: 10/16/2018

Georgetown Annex P325 - Supplemental Agreement 3

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the 3rd supplemental agreement between KA Hickman Architects and Interior Designers, LLC and Williamson County for architectural and engineering services in the not-to-exceed amount of $9,350.00, and authorizing the execution of the agreement.

Background

The supplemental agreement is for the finish out and audio/video design for the unfinished shell space to create a useable meeting space. The department point of contact is Dale Butler. This expenditure will be charged to P325 Georgetown Annex which was approved as a capital request for FY2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Supplemental Agreement

Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:08 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Melissa Gurka		Started On: 09/25/2018 10:46 AM
Final Approval Date: 10/11/2018		

SUPPLEMENTAL AGREEMENT No. 3 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY GEORGETOWN ANNEX ("Project")

This Supplemental Agreement No. 3 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 3") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and KA Hickman Architects and Interior Designers, LLC (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective on or about November 10, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County Georgetown Annex Project (the "Project");

WHEREAS, the County desires to redesign the floor plan & Audio/Visual systems in Meeting Room 226 in order to finish it out as a Meeting Room and A/E has agreed to provide additional architectural and engineering services related to such additions to the original Basic Services;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 3 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for A/E's professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

A/E hereby agrees to provide the following Additional Services:

- Design of audio/video system for Alternate 1 second floor meeting room (Meeting Room 226);
- Preparation of drawings and specifications; and
- Transmittal to architect.

II. Additional Services Compensation

A/E will perform the Additional Services set out herein for the not-to-exceed amount of $9,350.00, which includes all fees for the Additional Services subject of this Supplemental No. 3 and reimbursable expenses associated with the performance of such Additional Services.

III. Schedule

A/E will perform the Additional Services set out in this Supplemental No. 3 immediately upon receipt of a fully executed copy of this Supplemental Agreement No. 3 and shall perform the Additional Services within the time allotted by County.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 3

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 3, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

KA Hickman Architects and Interior Designers, LLC

By: _____

Printed Name: Keith A. Hickman

Title: Principal

Date: 4 Oct. ____, 20 18

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

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

RECITALS

The County intends to construct a Georgetown Annex, hereinafter called the "Project"; and

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

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

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

SECTION I

SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this

particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

D. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the Project:

   a. National Environmental Policy Act (NEPA);
   b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
   c. Americans with Disabilities Act (ADA) Regulations;
   d. International Building Code, current edition as updated
   e. National Electrical Code, latest edition;
   f. Williamson County Design Criteria & Project Development Manual, latest edition; and
   g. All other local, state and federal documents, codes and regulations to which the Project must comply.

3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.

4. The detailed Scope of Services to be provided by the County for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

5. The detailed Basic Scope of Services for the Project to be provided by the A/E is set forth herein as **Exhibit "B"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "C"**.
The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of **$300,000.00**

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to complete the services called for in **Exhibit "A"** in accordance with the Production Schedule set forth in **Exhibit "D"**.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "D"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If

necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.

5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

THE A/E'S COMPENSATION

For and in consideration of the Basic Services rendered by the A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a lump sum amount of **$1,108,370.00** hereinafter called the "Lump Sum Amount" plus the amount payable under Section III (Additional Services).

A/E and County acknowledge the fact that the Lump Sum Amount stated above is the total estimated costs of the Basic Services to be rendered under this Agreement. This Lump Sum Amount is based upon the labor and non-labor costs estimated to be required in the performance of the various phases of Basic Services provided for under this Agreement. The compensation for the Basic Services shall be paid by County based on the following milestones:

1. County approval of schematic design: 20% of Lump Sum Amount
2. County receipt of 50% design drawings: 15 % of Lump Sum Amount
3. County approval of design drawings, specifications and estimate: 15% of Lump Sum Amount
4. County approval of construction drawings, specifications and contract documents: 20% of Lump Sum Amount

5. Three months after County approval of construction drawings, specifications and contract documents: 5 % of Lump Sum Amount
6. Six months after County approval of construction drawings, specifications and contract documents: 5% of Lump Sum Amount
7. Nine Months after County approval of construction drawings, specifications and contract documents: 5% of Lump Sum Amount
8. One year after County approval of construction drawings, specifications and contract documents or upon Issuance of Notice of Substantial Completion of the entire project by the County whichever is sooner: 5% of Lump Sum Amount
9. Notice of Substantial Completion of entire project is issued by the County: 5 %
10. Notice of Project Final Completion of entire project is issued by the County and all required deliverables have been received by the County: 5%

SECTION VII

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the Basic Services provided for in this Agreement, as described in **Exhibit "B"**, payments for Basic Services shall be made based upon the milestones completed as described in Section VI. Upon completion of a milestone, the A/E shall submit a sworn statement to the County detailing the milestone completed and the amount of payment due for achieving the milestone.

During the performance of Additional Services as described in Section III, on or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the Additional Services provided for by this Agreement which were completed during such calendar month, the compensation which is due which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements for both Basic and Additional Services within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

B. Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by 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 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/application for payment submitted by A/E, County shall notify A/E of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, A/E shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

C. Right to Audit. A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially

completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E: KA Hickman Architects and Interior Designers, LLC
1517 E. Palm Valley Blvd.
Round Rock, TX 78664

Attention: Keith A. Hickman, Principal

To the County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

LIMIT OF APPROPRIATION

A/E does understand and agree, said understanding and agreement being of the absolute essence of this Agreement, that the total maximum compensation that A/E may become entitled to hereunder and the total maximum sum that County shall become liable to pay to A/E hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of **$1,408,370.00**.

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the

other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "E"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "E"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI

INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR

IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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 Agreement and be deemed to be validated and enforceable.

SECTION XXI

VENUE AND GOVERNING LAW

This Agreement shall be performable in Williamson County, Texas. 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.

SECTION XXII

EQUAL OPPORTUNITY IN EMPLOYMENT

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

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

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.

SECTION XXIV

CONSTRUCTION

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.

SECTION XXV

RELATIONSHIP OF THE PARTIES

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

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation; warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.

b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.

c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY:

By: _____
Dan A. Gattis
Williamson County Judge

Date Signed: _____ _____, 20

A/E:

Name of Company: KA Hickman Architects and Interior Designers, LLC

By: _____

Printed Name: Keith A. Hickman

Title: Principal

Date Signed: November 3, 2015

Exhibit "A"

Scope of Services to be Provided by the County

1. The County will designate a Project Manager who will serve as the single point of contact for correspondence and direction. Legal notifications to the County shall be made in accordance with the Agreement and shall also be sent to the County's designated Project Manager.

2. The County will provide geotechnical exploration, sampling and testing in consultation with the A/E.

3. The County will provide a geotechnical report, based on the exploration and testing described above, which will provide geotechnical information from which the A/E may base their foundation design.

4. The County will provide quality assurance sampling and testing of concrete and stockpiled paving materials.

5. The County will provide quality assurance sampling and testing for concrete and paving materials that have been placed by the contractor.

6. The County will provide welding inspection when and as required by the local building code.

7. The County will provide reviews of contract documents in accordance with the approved Production Schedule.

8. The County will provide the pavement design.

Exhibit "B"

Basic Scope of Services to be Provided by the A/E

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

THE A/E SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECT OR ENGINEER PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN THE AGREEMENT.

Capitalized terms set out herein shall be as defined in the Agreement. To the extent any capitalized terms set out herein are not defined in the Agreement, such terms shall be as defined in Agreement between the County and Construction Manager-at-Risk and Uniform General Conditions for Williamson County.

In consideration of the compensation provided in the Agreement, A/E shall perform the following Scope of Services, based on standard architectural and engineering practices:

A. General

a. The A/E will provide all professional services including but not limited to architectural, building envelope waterproofing, data, security, structural engineering, mechanical engineering, electrical engineering, plumbing, landscape architecture, civil engineering surveying, and audio visual services necessary for the complete planning, design, bidding, construction administration and warranty documentation for the Project.
b. The A/E shall identify a Project Manager authorized to act on behalf of the A/E with respect to the Project. Once approved by County, the A/E's Project Manager shall not be changed without the County's written approval.
c. Identify, prepare and submit all permits required for the Project.
d. Digital (PDF) copies of documents including but not limited to plans, specifications and estimates shall be provided to the County at the County's request during the Project.
e. The A/E shall maintain a complete project file including but not limited to all correspondence, plans, specifications, estimates, submittals, requests for information, records documenting all changes to the Contract Documents, contractor pay applications and A/E certificates for Payment.
f. The A/E shall work with the County, the County's designated Contractor and other contractors of the County to provide the services described in this Agreement.
g. The A/E shall prepare and acquire all permits. The County shall pay the actual permit fee.
h. The A/E shall stake the boring locations indicated on the geotechnical engineer's boring plan and shall determine the ground surface elevation at each boring.

B. Planning and Schematic Design Phase

a. Review existing site information and local ordinances/policies to determine possible zoning changes or code exemptions that will be necessary to construct the Project. Prepare documents and attend meetings required to secure zoning or code exemptions.
b. Meet with County staff that has been identified by the County as stakeholders for the Project to determine the Project requirements.
c. Develop a schematic floor plan and exterior elevations based on the Project requirements and provide with an itemized cost estimate to the County for approval.
d. Revise schematic and exterior elevations as requested by County to address budget or other constraints/concerns until the schematic, elevations and associated cost estimate are approved by the County.

C. Design Development Phase

a. Based on the approval of schematic documents, the A/E shall prepare and submit Design Development Documents that conform to the County's budget requirements for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, building envelope waterproofing details and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, landscape architecture, civil, plumbing, data, security, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems. The Design Development Documents shall establish the amount required and in general the quality levels for each material and system.
b. The County shall receive interim review sets of plans and specifications at 50% and 75% complete. Comments from the County shall be addressed in revisions to the plans and specifications prior to any subsequent reviews.
c. Digital CADD files of all plan sheets shall be provided to the County in appropriate BIM format

D. Construction Document Phase

a. Based on the County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work (as defined in the Contract Documents), the A/E shall prepare Construction Documents for the County's approval. The Construction Documents shall indicate in detail the materials, systems, and other requirements for construction of the Work.
b. The A/E shall submit the Construction Documents to the County, advise the County of any adjustments to the estimate of the Cost of the Work (as defined in the Contract Documents), adjust the Project documents to bring the Project into compliance with the Project budget and request the County's approval.

c. Digital CADD files of all plan sheets shall be provided to the County in appropriate BIM format
d. The A/E shall provide to the County a complete list of shop drawings to be submitted for review.
e. The A/E shall provide to the County a complete list of all testing requirements.

E. Bidding Phase

a. The A/E shall assist the County in responding to questions, issuing addendums, and evaluating alternatives to specified materials or methods.

F. Construction Phase

a. The A/E shall provide administration of the construction contract between the County and the Contractor as set forth below and in the Uniform General Conditions for Williamson County. In the event there is a conflict between the terms and conditions of this Exhibit and the Uniform General Conditions for Williamson County, the Uniform General Conditions for Williamson County shall control.
b. The A/E shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents... On the basis of the site visits, the A/E shall keep the County informed about the progress and quality of the portion of the Work completed, and report to the County (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
c. The A/E shall interpret and advise the County of that interpretation on matters concerning performance under, and requirements of, the Contract Documents on written request of either the County or Contractor. The A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
d. The A/E shall render initial decisions on Claims between the County and Contractor as provided in the Contract Documents or as requested by County.
e. The A/E shall review and certify the amounts due the Contractor. The A/E's certification for payment shall constitute a representation to the County, based on the A/E's evaluation of the Work, and on the data comprising the Contractor's Application for Payment, that, to the best of the A/E's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment shall be a representation that the A/E has (1) made on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment.

f. The A/E shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval.
g. The A/E shall review and approve or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents.
h. The A/E shall review and respond to requests for information about the Contract Documents. The A/E shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the A/E shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
i. Subject to the approval of the County, the A/E may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. All authorizations for minor changes in the Work shall be in writing, or confirmed by the A/E in writing within 24 hours of authorization of the change. The A/E shall, immediately upon authorizing a minor change in the Work, provide written notice to the County thereof, describing the change, and confirming that the change will not affect the Contract Time or the Contract Sum. The A/E shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents.
j. The A/E shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. The A/E's inspections shall be conducted with the County to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
k. When the Work is found to be substantially complete, the A/E shall advise the County about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
l. The A/E shall forward to the County the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
m. The A/E shall furnish the following to the owner prior to final payment to the contractor:(1) One paper copy of the Project specifications and plan set, utilizing 24 inch by 36 inch sheets unless otherwise directed by County, accurately showing the

contract drawings with all changes made to the design during the bidding and construction phases of the Project. (2) One electronic pdf file accurately showing the contract drawings and specifications with all changes made to the design during the bidding and construction phases of the Project, and (3) one complete electronic set of project documents, with each document being a separate pdf file, including but not limited to plans, specifications, estimates, correspondence, submittals, invoices, and contracts.

n. Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the A/E shall, without additional compensation, conduct a meeting with the County to review the facility operations and performance.

o. The A/E's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date of the end of the last warranty period for any equipment, material or workmanship on the Project.

p. The following activities shall also be performed as part of the basic services:

1. Issue prefunctional checklist and review Contractor Start-Up Reports.
2. Performance verify and document during functional testing and provide associated reports and issues log.
3. Check calibration of all DDC space temperature sensors against temperature indication on DDC control system.
4. Check calibration of all CO2 sensors.
5. Check heating and cooling sequences for 60% of the HVAC units.
6. Check duct system protection to insure interior of main supply and main return ductwork at various locations during construction at duct access doors in ductwork to insure free of construction debris.
7. Check operation of exhaust fans to insure operating per specified sequence.
8. Check final Test and Balance Report for supply air grilles. Check grilles on approximately 60% of system after test and balance completed. Walk with Test and Balance Contractor on any corrections as needed.
9. Check mechanical unit interior during and after construction to insure units are clean when turned over at end of project.
10. Work with the County and Controls Contractor to customize graphics to the County needs.
11. Verify lighting controls are programmed and operation per plans and the County requirements.
12. Attend initial owner start-up/training sessions of the mechanical system as needed. (Review O & M Manuals for completeness.)
13. Coordinate with Architect, General Contractor and Sub-Contractors on problems that arise during construction process and document solutions.
14. Provide periodic site observations during construction and provide site inspection reports of items in need of attention.
15. Develop mechanical electrical and plumbing start up plans for project and coordinate with project schedule.
16. Provide plans, notes, specification, and contract documents.
17. Attend meetings during project with Contractors to cover items for project as required.

18. Provide final Mechanical report.
19. Check building envelope during construction for drain plane integrity and work with job superintendent throughout project.
20. Check building envelope during construction for thermal plane integrity and work with job superintendent throughout project.
21. Check base flashing during construction.
22. Check window flashing during construction
23. Check mechanical unit flashing during construction
24. Check exterior sheathing from interior prior to insulation.
25. Issue certification of compliances required by City of Georgetown building officials for architectural and structural work.

Exhibit "C"

Hourly Rates

PROFESSIONAL SERVICES - HOURLY RATES

Williamson County - Annex Building
28 October, 2015

KAH Architecture
Project Number: KAH-1536 28 October, 2015

Following are Hourly Rates by Discipline

DISCIPLINE: ARCHITECT

KAH Architecture
Hourly Rates - Raw Costs (includes beneifits)

Principal in Charge	$	250.00	per hour
Project Manager	$	225.00	per hour
Design Principal	$	200.00	per hour
Interior Designer	$	175.00	per hour
Intern Architect	$	150.00	per hour
Construction Administrator	$	100.00	per hour
CAD Technician	$	100.00	per hour
Administrative Assistant	$	65.00	per hour

DISCIPLINE: CONSULTING ARCHITECT

SJCF Architecture
Hourly Rates - Raw Costs (includes beneifits)

Principal in Charge	$	250.00	per hour
Project Manager	$	225.00	per hour
Design Principal	$	200.00	per hour
Interior Designer	$	175.00	per hour
Intern Architect	$	150.00	per hour
Construction Administrator	$	100.00	per hour
CAD Technician	$	100.00	per hour
Administrative Assistant	$	65.00	per hour

DISCIPLINE: MEP ENGINEERS

Hendrix Consulting Engineers
Hourly Rates - Raw Costs (includes beneifits)

Principal in Charge	$	200.00	per hour
Senior Engineer	$	180.00	per hour
Project Manager	$	150.00	per hour
Senior Designer	$	120.00	per hour
CAD Operator	$	80.00	per hour
Administralive Assistant	$	65.00	per hour

DISCIPLINE: STRUCTURAL ENGINEERS

JQ Engineers
Hourly Rates - Raw Costs (includes beneifits)

Partner	$	240.00	per hour
Principal in Charge	$	210.00	per hour
Project Manager	$	155.00	per hour
PE	$	120.00	per hour
Senior Tech	$	110.00	per hour
Tech	$	90.00	per hour
Administrative Assistant	$	75.00	per hour

DISCIPLINE: ROOFING CONSULTANT

Austech Roofing Consultants
Hourly Rates - Raw Costs (includes beneifits)

Principal in Charge	$	150.00	per hour
Senior Consultant	$	120.00	per hour
Consultant	$	90.00	per hour
Field Observer	$	80.00	per hour
Secretarial	$	45.00	per hour

DISCIPLINE: CIVIL ENGINEERS

Steger Bizell
Hourly Rates - Raw Costs (includes beneifits)

Senior Engineer	$	216.00	per hour
Engineer - PE	$	161.00	per hour
Registered Survey	$	134.00	per hour
Senior Technician	$	128.00	per hour
Engineer In Training	$	133.00	per hour
CADD Technician	$	100.00	per hour
2 Man Survey	$	160.00	per hour

DISCIPLINE: ACCOUSTICAL/NOISE CONTROL & SOUND/AV

Dickensheets Acounstical
Hourly Rates - Raw Costs (includes beneifits)

Principal Consultant	$	225.00	per hour
Senior Consultant	$	180.00	per hour
Consultant	$	150.00	per hour
Bookkeeping	$	55.00	per hour

Exhibit "D"

Production Schedule

1. The time from the Notice to proceed for this agreement to the Owner's receipt of a final schematic, elevations and cost estimate for review shall not exceed 60 days.

2. The time from receiving approval of the schematic to the submittal of the 100% Design Document Review Plans specifications and estimate shall not exceed 90 days.

3. The time from receiving approval of the design drawings, specifications and estimate to receiving 100 % complete construction plans shall not exceed 90 days.

Exhibit "E"

Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the A/E's insurance must be declared and approved in writing by County in advance.

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Commissioners Court - Regular Session **36.**

Meeting Date: 10/16/2018

Advertisement Approval RFP 1809-263 Indigent Defense Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Indigent Defense Services under RFP #1809-263.

Background

Williamson County is seeking a qualified firm to provide Indigent Defense Services. Funding source is TIDC Grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:36 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:47 AM
Form Started By: Thomas Skiles		Started On: 10/04/2018 08:52 AM
Final Approval Date: 10/11/2018		

Solicitation 1809-263

Indigent Defense Services

Bid Designation: Public

Williamson County, Texas

Bid 1809-263
Indigent Defense Services

Bid Number	1809-263
Bid Title	Indigent Defense Services
Bid Start Date	In Held
Bid End Date	Nov 14, 2018 3:00:00 PM CST
Question & Answer End Date	Nov 9, 2018 5:00:00 PM CST
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**1 year**
Contract Renewal	4 annual renewals
Prices Good for	**365 days**
Bid Comments	**Williamson County is seeking a qualified firm to provide Indigent Defense Services.**

Item Response Form

Item	**1809-263--01-01 -** Total Proposal Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified **Qty** 1

Description
Total Proposal Price

Item	**1809-263--01-02 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**Williamson County, Texas** No Location Specified **Qty** 1

Description
Please Attach All Documents To This Line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-263
Indigent Defense Services

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 14, 2018 3:00:00 PM CST

PROPOSAL WILL BE PUBLICLY OPENED:
Nov 14, 2018 3:00:00 PM CST

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

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

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

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

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

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

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

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

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

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

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

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

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

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

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

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

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

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

- Experience – 10 Points
- Resumes – 10 Points
- Background / Experience of Team Members – 10 Points
- References – 15 Points
- Location – 10 Points
- Overall Plan / Approach – 10 Points
- Cost – 35 Points

1.3.4 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.5 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Kathy Pierce, Executive Assistant to County Commissioner Pct. 2 (or successor), Williamson County,350 Discovery Blvd, Ste 201, Cedar Park, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months beginning on January 1, 2019 through December 31, 2019

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

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

Successful Respondent must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

Proposal Specifications / General Information

Williamson County is seeking a qualified firm to provide Indigent Defense Services.

The selected firm should meet the following expectations:

Be familiar with research in the area of Transformative Justice and emerging adult populations, brain science, trauma-informed care, juvenile justice and social determinants to health;

Ability to create a risk and needs assessment to be administered to each program participant, evaluate a participant's eligibility for participation in the program and create an opt-out option to include training and education of each potential participant regarding the program;

Ability to create and manage a defense team to work with the population identified in the grant. This team should include: a Program Director, Program Manager, one to three Staff Attorneys, Legal Assistant and Clinical Social Worker;

Ability to create an individualized case management plan driven by the information obtained through the risk and needs assessment;

Represent program participants in all court proceedings;

Create and conduct training for the local bar;

Work collaboratively with county leaders and community partners;

Participate in the creation of a Sequential Intercept Model (SIM) within Williamson County;

Conduct an evaluation of program effectiveness;

Create an annual statistical report for the Williamson County Judiciary and the Commissioners Court

PROPOSAL AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

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

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

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1809-263 - Indigent Defense Services

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

Commissioners Court - Regular Session **37.**

Meeting Date: 10/16/2018

Vehicle purchase for Const. #2

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the purchase of five (5) 2019 Chevy Tahoes with upfitting from Holiday Chevrolet, pursuant to Tarrant County Cooperative contract #2016-006, in the amount of $256,526.40 to support the operations of the Williamson County Constable Precinct #2 Office.

Background

The funding source for this purchase is 01.0100.0552.005700. The Tahoe's will be purchased from Holiday Chevrolet. Defender Supply is the company that does the upfitting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:13 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Jayme Jasso		Started On: 10/04/2018 10:25 AM
Final Approval Date: 10/11/2018		

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/1/2018
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	21669

2019 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
2019 Chevrolet Tahoe RWD 9C1 with EcoTec3 5.3-liter, Direct-Injection V8, 355 hp/383 pound-feet of torque, FlexFuel1 capability & Active Fuel Management, External Engine Oil Cooler, 660-CCA Primary Battery with Standard 730-CCA Isolated Auxiliary Battery, 170-Amp Alternator, Hydra-Matic 6L80 6-Speed Auto Overdrive Trans with Tow/Haul Mode, Rear Axle, 3.08 Ratio, Auxiliary Transmission Oil Cooler, Heavy Duty Locking Differential, Heavy-Duty Police-Rated Suspension, StabiliTrak Stability Control System, Engine Skid Plate, High Out-Put Alternator, High Capacity Air Cleaner, Power Windows / Door Locks, Power Heated Mirrors, Dual Climate Control, Front & Rear Air Conditioning, 6-Way Power Driver & Passenger Seats, 4.2" Diagonal Display with AM/FM stereo, CD player & SD Card Slot. OnStar with Bluetooth Connectivity, Rear-Vision Camera System, Tilt Steering, Cruise Control, Cloth Front & Vinyl Rear Seats, Heavy-Duty Vinyl Flooring, 140-mph Certified Speedometer & Driver Information Center, Compass, Outside Temperature, Projector-Beam Headlamps, Engine Hour Meter, Tilt-Adjustable Steering Column, Electric Power Steering, Intermittent Wet-Arm Wiper/Washers, Rear Wiper / Washer, Rear-Passenger Conversation Mirror, Remote Keyless Key FOB Entry, Rear Park Assist with Audible Warning, Heavy-Duty 4-wheel disc Antilock Brake System with Power Assist, V-Rated All Season Police Pursuit P265/60R17 Tires, 17" Steel Wheels with Bolt-on Center Caps, Full Size Matching Spare Tire with Inactive Tire Pressure Monitor & Front Tow Hooks. Vehicles sold for $32,717.06 each plus $7.00 State Inspection Purchased Through Holiday Chevrolet Using Tarrant County Cooperative Contract # 2016-006.	Vehicle Description	1	32,717.06	32,717.06
Options: GBA - Black Paint AMF - 6 Additional Key FOB's $66.00 5HP - 6 Additional Keys $41.00 BTV - Remote Start $300.00 5T5 - Vinyl Rear Seat V76 Recovery Hooks Total - $407.00 added above to vehicle				
Vin #'s				
Customer PO # Make Payment to Holiday Chevrolet				

Vehicle and Emergency Equipment Total

Quantity Ordered	5

Total Vehicle Order Cost **$256,526.40**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/1/2018
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	21669

2019 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Vehicle titles should be in the name & address of: Williamson County 710 South Main Street, Ste 301 Georgetown, TX 78626				
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2015-157				
2 Year State Inspection Certificate		1	7.00	7.00
Unity driver side halogen spotlight, shaft, handle and mount for a 2015+ Tahoe (LED replacement bulb sold separately) - (for Silverado 2500 and above please include part #)		1	233.30	233.30
Whelen LED 8 Degree Spotlight Replacement			106.05	106.05
2015 Tahoe console with arm rest and cup holder. Vertical section with 7.5" of mounting space and 7" horizontal mounting space (including the 4.5" cup holder)		1	351.75	351.75
Gamber Johnson Mongoose 9" Locking Slide Arm with 360 Degree Clevis		1	162.75	162.75
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops		1	27.30	27.30
Gamber-Johnson Faceplate for a Whelen Cencom		1	0.01	0.01
Gamber Johnson Mic Clip		2	8.40	16.80
Chevrolet Tahoe/Silverado USB/MP3/SD Card/12 Volt Relocation Panel		1	7.35	7.35
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops		1	27.30	27.30
Gamber Johnson 3 Inch Console Faceplate for the Motorola APX 7500 1-piece Police Radio		1	0.01	0.01
Gamber Johnson 1/2" Blank filler panel for EPIC console box		1	2.63	2.63
Gamber Johnson 1" filler panel for EPIC console box		1	2.63	2.63
Gamber Johnson 2" filler panel for EPIC console box		2	3.15	6.30
3 Additional - 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console		3	3.85	11.55
Compartment Light, Split Red/White (1) Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches		3	47.52	142.56
Bayco NightStick Xtreme Lumens Metal Multi-Function Rechargeable Police Duty LED Dual-Light with Report Writing Light & Vehicle Charger Sleeve - (1) Mounted on Right Side of Console & (1) in Cargo Area		2	109.00	218.00
Make & Model of Customer Supplied Police Radio - Motorola APX7500				

Vehicle and Emergency Equipment Total

Quantity Ordered	5

Total Vehicle Order Cost **$256,526.40**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/1/2018
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	21669

2019 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece - Hot all the Time.				
What is the Frequency of Customer Supplied Police Radio - 800MHz & VHF				
Please Pre-Wire Power/Ground & Roof Antenna to Console for One Piece Radios. Customer will Install.				
Customer will provide & install the docking stations themselves.				
Make & Model of Customer Supplied Laptop - (2) Panasonic Toughbook CF54 & (3) CF53				
Does the of Customer Supplied Laptop have Docking Capabilities - Yes				
Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual Pass				
Does the of Customer Supplied Laptop have a built-in power supply - No If not do you have the power supply or do you need to purchase one - Customer will supply				
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount		1	32.66	32.66
Two Way VHF Radio Antenna & Coax Cable - Roof Mount		1	23.00	23.00
Federal Signal - Valor 51" lightbar only - 51" Valor, All 2-color except positions 15, 16, 25 & 26 (no interface module. Goes with FS SSP2000B or SSP3000B sirens)		1	1,980.00	1,980.00
Federal Signal - Smart Siren Platinum		1	990.52	990.52
Federal Signal -DynaMax 100W Speaker - Mounted on Lower Section of Brush Guard below Center		2	177.815	355.63
Federal Signal - ES100 Speaker Bracket, Universal Bail - Mounted on Lower Section of Brush Guard below Center		2	23.32	46.64
Federal Signal - Low Frequency Siren		1	407.52	407.52
Federal Signal - Rumbler Brackets for a 2015+ Chevrolet Tahoe 9C1		1	29.15	29.15
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher		1	60.67	60.67
Go Industries Law Enforcement Brush Guard with Black Poly Coating - 2015+ Chevrolet Tahoe 9C1		1	457.82	457.82
Whelen Dual Panel SL Pioneer Bail/Stud Mount 12 Volt LED Light with Black Housing - Mounted on Top of Brush Guard		1	605.52	605.52
Whelen M4 LED Light - Red/White		1	147.84	147.84

Vehicle and Emergency Equipment Total

Quantity Ordered	5

Total Vehicle Order Cost **$256,526.40**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE

DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	10/1/2018
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Williamson Co TX PCT. 2 Constable Chief Deputy William H. Beechinor 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613 512-260-4270

Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	21669

2019 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Whelen M4E LED Light - Blue/Clear		1	147.84	147.84
Forward Facing Steel Bracket for an Whelen M4 Light (each)		2	11.55	23.10
Whelen ION™ Series LED, Red/Blue Split Head with Universal Clip Mounts - Mounted on Side of Brush Guard		2	106.92	213.84
Whelen ION™ LED Bracket with Swivel in Black - Mounted on Side of Brush Guard			19.31	19.31
M4 Red and Blue light heads with fog light mounting brackets for 2015+ Tahoe		1	309.90	309.90
HG2 - 66" Running Board Light for 2015+ Red/Blue with Pattern Switch Mounted on Backside of Console		1	775.00	775.00
HG2 Red/Blue Single Color Rear Step Pad for 2015+ Chevrolet Tahoe 9C1 - No Flood Light/ with Smoked Lens Option		1	919.50	919.50
Whelen ION Red (1) and ION Blue (1) Mounted on Rear license Plate Bracket		1	177.86	177.86
Whelen Rear Pillar Lighting for 2015+ Chevrolet Tahoe 9C1 in Red & Blue		1	629.65	629.65
Whelen Outer Edge Under Rear Spoiler Mount Lighting for 2015+ Chevrolet Tahoe 9C1 in Red & Blue		1	605.29	605.29
Whelen ION™ T-Series™ Linear Super-LED® DUO Color Surface Mount in Blue/Amber Split Heads - Mounted on Bottom of Liftgate		2	113.04	226.08
Tremco Anti-Theft Device for 2007+ Chevrolet Tahoe 9C1 - Mounted on Lower part of steering column		1	118.80	118.80
Setina Free-Standing Dual Weapon Lock with Two Universal Locks and Handcuff Key Override - Truck/SUV		1	455.54	455.54
Setina T-Rail Universal Lock, EoTech Bracket to Fit Oversize Locks to fit AR-15 optics		1	15.00	15.00
Pro-Gard Standard Rear Seat Cargo Barrier for 2015+ Chevrolet Tahoe 9C1 with Wire Mesh Screen				338.40
Professional Installation of Customer Supplied Graphics by Defender Supply		1	150.00	150.00

Vehicle and Emergency Equipment Total

Quantity Ordered	5

Total Vehicle Order Cost **$256,526.40**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

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Customer Contact	
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco....
Estimate #	21669

2019 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Black

Description	Location	Qty.	Cost	Total
Window Tint - For Two Front Windows			69.95	69.95
Tahoe Mag OS Dwr P-Cage, Tray/3rd Removed # T-CHTAHMO-15N-PP Magnum Height 2 Drawer Offset Vehicle Year: 2015-2019 3rd Row Seat:None Prisoner Cage: Yes Exterior Carpet: Black Interior Carpet: Grey Drawer Fronts: Black Composite Locks: Push Button w/Key Override 2 Magnum Carpeted Long Dividers 2 Magnum Carpeted Short Dividers		1	2,195.95	2,195.95
Bayco NightStick Xtreme Lumens Metal Multi-Function Rechargeable Police Duty LED Dual-Light with Report Writing Light & Vehicle Charger Sleeve - Leave in Box in vehicle.		1	109.00	109.00
Shipping of Above Cargo Box		1	190.00	190.00
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System		1	437.95	437.95
Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00
Installation of Above Emergency Equipment & Customer Supplied Panasonic Cameras, Cradle Points (Mounted in Driver's Side Rear Fender Area), Cradle Point Antennas Roof & Graphics.. Customer will Install the police radios themselves.		41	90.00	3,690.00
Customer to Pick Up Vehicle				

Vehicle and Emergency Equipment Total	**$51,305.28**
Quantity Ordered	5
Total Vehicle Order Cost	**$256,526.40**

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

SIGNATURE _____

Commissioners Court - Regular Session **38.**

Meeting Date: 10/16/2018

1708-188 Emulsion 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 Emulsions contract 1708-188, for the same terms and conditions as the existing contract, with the exception of department approved unit price increases for contracted items with the primary vendor for all items, Ergon Asphalt & Emulsions, Inc, per the attached pricing sheet. The secondary vendor for all items, Wright Asphalt, chose not to renew. The tertiary vendor, P2 Emulsions, is renewing per the original awarded item pricing. The renewal term is for October 10, 2018 - October 9, 2019.

Background

The Road and Bridge Department submitted Vendor Performance Reports (VPR's) for all vendors that reflected that each Vendor met our requirements on this Contract, and request to renew for the first renewal period. These requirements were included and approved in the budget under Asphalt Emulsion, budget line item 200.210.3550. The two vendors remaining for renewal 1, Ergon Asphalt and Emulsion and P2 Emulsions are operating under the original bid survivabily clause until the contract is reviewed and approved by Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ergon Asphalt and Emulsions renewal 1

P2 Emulsions renewal 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:06 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Dianne West		Started On: 10/08/2018 04:21 PM
Final Approval Date: 10/11/2018		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	Ergon Asphalt and Emulsions		
Vendor Address:	11612 RM 2244, Austin, TX 78738		
Purpose/Intended Use of Product or Service (summary):			
Emulsions			
P.O./Contract Number:	1708-188	**Effective Date:**	10/10/18
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	10/09/19
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of unit price changes, per attached department approved documentation dated August 21, 2018, and is subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of one (1) year renewal option periods:**

Renewal Option Period 1	October 10, 2018 – October 9, 2019
Initial Contract Period	October 10, 2017 – October 9, 2018

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

Vendor ERGON ASPHALT & EMULSIONS, INC.

Name DAVID STROUD

Title TEXAS REGIONAL MANAGER

Signature David Stroud

Date OCTOBER 3, 2018

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

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

Ergon Asphalt & Emulsions, Inc.
a company that works™

11612 RM 2244 (Bee Caves Road)
Building 1, Suite 250
Austin, TX 78738
An Ergon Company

August 21, 2018

Ms. Dianne West
Contract Specialist
Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626

RE: Price Agreement for Emulsions
Contract Number 1708-188

Dear Ms. West:

Thank you for offering to extend the above-referenced contract. Ergon Asphalt & Emulsions, Inc. will agree to extend an additional 12 months from October 1, 2018 **if Williamson County will agree to a price increase.**

On October 2, 2017, Ergon Asphalt & Emulsions, Inc. bid this contract. At that time the raw material asphalt product required to produce the products on this contract were selling for about $303 per ton. The current cost, as of August 10, 2018 is about $468 per ton (see attached *Poten & Partners* reports used by TxDOT for increases on their SmartBuy system). This increase in raw materials reflects an approximate 54% increase in our raw materials cost. Ergon Asphalt & Emulsions, Inc. therefore respectfully requests your approval of an economic adjustment increase as listed below:

Item #	Product	Current Price	Proposed Price
1	HFRS-2	$1.72	$2.29
2	HFRS-2P	$1.90	$2.61
3	CRS-2	$1.74	$2.31
4	CHFRS-2P	$1.91	$2.62
5	SS-1	$1.72	$2.29
6	CSS-1H	$1.73	$2.30
7	AE-P	$2.27	$2.78

Consideration of this Economic Adjustment Increase by Williamson County would be greatly appreciated to help offset our increase in raw materials cost. Please let us know if this increase is acceptable to Williamson County. If you would like to discuss or if you have any questions, please contact your Area Sales Manager, Cody Chambliss, at (512) 618-5313.

Sincerely,

Tim MacDonald
Vice President

TM:ks
Attachments –
Poten & Partners *Asphalt Weekly Monitor* (10/06/2017)
Poten & Partners *Asphalt Weekly Monitor* (08/10/2018)

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	P2 Emulsions		
Vendor Address:	516 S McLennan Loop, Elm Mott, TX 76640		
Purpose/Intended Use of Product or Service (summary):			
Emulsions			
P.O./Contract Number:	1708-188	**Effective Date:**	10/10/18
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	10/09/19
Requested By:	Terron Evertson, Director		
Detailed description of renewal of product and/or service.			

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

Renewal Option Period 1	October 10, 2018 – October 9, 2019
Initial Contract Period	October 10, 2017 – October 9, 2018

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

Vendor P2 Emulsions

Name Paul J. Bartsch

Title COO

Signature Paul J Bartsch

Date 8/10/18

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

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

Commissioners Court - Regular Session **39.**

Meeting Date: 10/16/2018

Authorize issuing IFB 1810-265 North Mays Extension (Paloma Dr to Oakmont Dr)

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for North Mays Extension (Paloma Dr to Oakmont Dr) under IFB #1810-265.

Background

Williamson County is seeking qualified contractors to construct new roadway that consists of a bridge structure, grading, base, paving, ditches, embankment and excavation, storm sewer system, water quality Best Management Practices (BMP), sidewalk and shared use path, illumination, and signing and pavement markings. Estimated time of completion is 410 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $13,400,000. HNTB is the Point of Contact and P224 will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-265 Advertisement Public Notice

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:04 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Johnny Grimaldo		Started On: 10/10/2018 09:08 AM
Final Approval Date: 10/11/2018		

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

NORTH MAYS EXTENSION (PALOMA DRIVE TO OAKMONT DRIVE)

Williamson County is seeking qualified contractors to construct a new roadway that consists of a bridge structure, grading, base, paving, ditches, embankment and excavation, storm sewer system, water quality BMPs, sidewalk and shared use path, illumination, and signing and pavement markings. Estimated time of completion is 410 calendar days to substantial completion, and 30 calendar days to final completion, with an estimated cost of $13,400,000.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on November 7, 2018 at 3:30 PM. All sealed bids must be received on or before the stated opening date and time.

A Non-Mandatory Pre-Bid Conference is to be held October 25th, at 3:30 PM at Williamson County Purchasing Department, located at 901 South Austin Avenue, Georgetown, Texas.

Solicitation documents can be viewed by visiting the Williamson County BidSync Portal at www.bidsync.com or by visiting the Williamson County Purchasing website at http://www.wilco.org/departments/purchasing and selecting the link "register for bids." There is no fee to register as a supplier or to participate in the County's solicitation process.

Any bonds that may be required for this solicitation will be specified in the solicitation documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and/or best value Bid as deemed by the Court, or reject any and/or all Bids.

The receipt of electronic responses will be registered in BidSync. The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of paper responses.

Respondent shall submit pricing as specified in the solicitation documents. Payment will be made by the respondents preferred method as filed with the Williamson County Auditor's Office, provided that respondent's preferred method of payment is a form of payment acceptable to Williamson County.

The designated Purchasing Agent for this Bid is Johnny Grimaldo, Purchasing Specialist III, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-3553.

Issued by order of the Williamson County Commissioners' Court on October 16, 2018; Dan A. Gattis, County Judge.

Commissioners Court - Regular Session **40.**

Meeting Date: 10/16/2018

Authorize issuing RFP 1810-266 Comprehensive 9-1-1 Education Program Development

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Comprehensive 9-1-1 Education Program Development under RFP #1810-266.

Background

Williamson County is seeking to develop, deploy, and track a comprehensive adult education program in support of the initial and ongoing training and education of WCEC personnel, as detailed in the specifications of the Request for Proposals. Scott Parker and Terry Roberts are the point of contact and the funding source is Contingency 0100-0581-04998. Requested budget of $60,000.00 for FY2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-266 RFP Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:06 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Johnny Grimaldo		Started On: 10/10/2018 09:11 AM
Final Approval Date: 10/11/2018		

Solicitation 1810-266

WCEC Comprehensive 9-1-1 Education Program Development

Bid Designation: Public

Williamson County, Texas

Bid 1810-266
WCEC Comprehensive 9-1-1 Education Program Development

Bid Number	1810-266
Bid Title	WCEC Comprehensive 9-1-1 Education Program Development
Bid Start Date	In Held
Bid End Date	Nov 7, 2018 3:00:00 PM CST
Question & Answer End Date	Nov 2, 2018 3:30:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-943-1553 johnny.grimaldo@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Bid Comments	**Williamson County seeks to develop, deploy, and track a comprehensive adult education program in support of the initial and ongoing training and education of WCEC personnel.**

Item Response Form

Item	**1810-266--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

911 Communications
911 Tracy Chambers Lane
Georgetown TX 78626
Qty 1

Description
Please attach all documents to this line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1810-266
WCEC Comprehensive 9-1-1 Education Program Development

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 7, 2018 3:00:00 PM CST

PROPOSAL WILL BE PUBLICLY OPENED:
Nov 7, 2018 3:00:00 PM CST

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

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

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

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

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

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

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

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.

PROPOSAL AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

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

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

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

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

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

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

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

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

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

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

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

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

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

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

I. OVERVIEW OF OPERATIONS

Williamson County Emergency Communications (WCEC) serves as a combined 9-1-1 call taking and radio dispatching communications center for Williamson County. WCEC provides direct services to the unincorporated areas of Williamson County and many of the cities. WCEC provides secondary services to the cities of Cedar Park, Round Rock, Leander, Taylor, and, to a lesser extent, Georgetown. WCEC services include the intake, processing, and dispatching of emergent and non-emergent law enforcement, fire, and EMS calls for service for 38 different agencies.

Williamson County is centrally located in Texas just north of Travis County and the State Capitol in Austin. Its major cities are Round Rock, Cedar Park, Georgetown, Leander, Taylor, and Hutto. Williamson County covers an area of 1,135 square miles and was the 4th fastest growing county in Texas and 14th in the United States in 2016. The population in 2017 is approximately 562,000 with the estimate for 2018 reaching 585,400. Williamson County's Public and Common Annual Financial Reports can be viewed at http://wilco.mygovcenter.com/financial-reports and current budget and budget archive can be viewed at http://www.wilco.org/Departments/Budget-Office/Budget-Overview. The governing body of the County is the Commissioners Court. The Court is comprised of the County Judge and four Commissioners elected by their precincts.

WCEC is organized under a Dispatch Steering Committee (DSC) which represents the Commissioners Court, various cities, public safety disciplines, and communities served. The DSC provides guidance and recommendations to the Director of WCEC on the operations of the communications center along with providing recommendations to the County Commissioners Court. WCEC has a paramilitary type hierarchy comprised on a Mission Support Team (Director and support level team members), mid-level leadership (Captains and Lieutenants), and console level care providers (telecommunicators / operators).

This is accomplished with highly trained professional telecommunicators operating in the different areas of expertise of call taking, law enforcement dispatching, EMS dispatching, and fire dispatching. Floor coverage varies as is outlined below:

Floor Staffing / Coverage by Shift

Shift / Hours	Team per Shift	Number of Shifts	Total Team
Day (6a-6p)	13	2	26
Night (6p-6a)	12	2	24
Swing (12p-12a)	2	2	4
Training Shift	4	1	4
QA / Feedback	1	1	1
Special Operations	1	1	1

Williamson County has state-of-the-art systems used for 9-1-1 call taking, information management, and dispatching of calls. Currently, all telecommunicators are hired with the expectation that, within the first two years of employment, they will complete training in call taking and radio dispatching. These roles are currently performed, simultaneously, by the telecommunicator.

II. SCOPE OF WORK / SCOPE ELEMENTS

Williamson County seeks to develop, deploy, and track a comprehensive adult education program in support of the initial and ongoing training and education of WCEC personnel. The county's objectives in the development of this education program include all or part of the following Scope Elements:

1. **Review of Existing Programs** – Review, assess, and evaluate the existing programs for initial education and ongoing education to determine the available resources and to determine the baseline for current capabilities of the WCEC program.
2. **Policies, Procedures, and Processes, for Curriculum Development and Deployment** – Educate and assist the Instructional Coordinator with the development, deployment, and refinement of the guidelines, materials, templates, and structure for the adult education programs within WCEC. This is the Core Education Framework (CEF) which will be common throughout all education programs in WCEC. The integration of developed, recognized, vetted, and prepackaged materials is strongly encouraged for any education program in WCEC, if it meets the education goals.
3. **Initial Academy** – Utilizing the CEF, assist the Instructional Coordinator with the establishment of the initial curriculum, materials, evaluation tools, and other requisite and/or beneficial education for new telecommunicators. This must include the mandated education from the Texas Commission on Law Enforcement (TCOLE), Texas Law Enforcement Telecommunications System (TLETS), Texas Crime Information Center (TCIC), and National Crime Information Center (NCIC). Key components include Computer Aided Dispatch (CAD), Computer Phone Equipment (CPE), and other support technologies for call taking. Additionally, this curriculum must include administrative and 9-1-1 emergency call taking skills as a part of the measured objectives.
4. **Console Based Initial Education for Call Taking** - Utilizing the CEF, assist the Instructional Coordinator with the establishment of the curriculum, training records, and other materials (to include simulation tools) for the initial clearing and credentialing of telecommunicators in administrative and 9-1-1 emergency phone training. (*Note: Credentialing is a formal scenario based testing process that measures a baseline (minimum) performance standard for a given telecommunicator skill.*)
5. **Radio Dispatch Academy -** Utilizing the CEF, assist the Instructional Coordinator with the establishment of the initial curriculum, materials, evaluation tools, and other requisite and beneficial education for new telecommunicators on radio dispatch. The curriculum should address general knowledge and specifics for law enforcement, fire, and EMS dispatch.
6. **Console Based Initial Education of Radio Dispatching for Law Enforcement, Fire, and EMS** - Utilizing the CEF, assist the Instructional Coordinator with the establishment of the curriculum, training records, and other materials (to include simulation tools) for the initial clearing and credentialing of telecommunicators in each of the respective radio dispatch disciplines.
7. **Instructor / Educator Development** - Utilizing the CEF, assist the Instructional Coordinator with the establishment of the initial curriculum, materials, evaluation tools, and other requisite and beneficial education for all trainers and quality assurance personnel within WCEC. This will focus on the development and deployment of education modules or components, using the CEF, for continuing/ongoing education.
8. **Best Practices** – Recommendations on "best practices" to identify potential areas for future improvements in education and support of adult students with special consideration of differences in learning styles.

III. DELIVERABLES

1. **Action Plan**
   Once the Contractor has reviewed the education program, the findings and action plan recommendations will be presented. This presentation will be reviewed with the Senior Director of Emergency Services, Director of Emergency Communications, Professional Service Division Director, and other members of the WCEC Mission Support Team. Any modifications to the plan will be reviewed by the Contractor.

   The Action Plan will be submitted within 2 weeks of the presentation. The Action Plan should outline the timelines, milestones, dependencies, and other deliverables necessary to fulfill the requirement of this RFP.

   Prior to any work on the Academies, Console Based Training, or Continuing Education, the Senior Director of Emergency Services, Director of Emergency Communications, Professional Service Division Director, and other members of the WCEC Mission Support Team will review and approve the CEF and related materials.

   Once the CEF is approved, the rest of the Action Plan will be implemented and completed. This second phase of the Action Plan should identify a specific **action** to be taken to obtain a specific **result,** where possible.

2. **Assessment / Ongoing Development**
   Williamson County will provide full access to the team, materials, and facility to allow thorough assessment and development of the Scope Elements. Williamson County will also facilitate meetings with the WCEC served agencies and associated departments, as necessary. Williamson County shall provide detailed reports and other data needed by the Contractor within 3 business days of the request, unless otherwise stipulated.

3. **Standards and Best Practice Benchmarks**
   The Contractor shall provide a list of the Standards, Principles, and Best Practice Guidelines used as the benchmark or reference for the deliverables of this RFP, where applicable. These references can include best practice references from other recognized agencies or entities.

4. **Bi-Weekly Updates**
   At a minimum, provide bi-weekly updates by email or online conference, or conference call to the Director of Emergency Communications and Professional Standards Division Director on progress, findings, concerns, and/or challenges. If significant issues are noted during the assessment, more frequent updates should be provided.

5. **Education Plan**
   The Contractor will submit the recommended ongoing evaluation / education plan for the sustainment of the programs developed and deployed within WCEC. (Please note that education and associated costs, beyond that which is outlined in **#7 - Instructor / Educator Development,** are not included in this Scope of Work.)

IV. Expected Components of the Submitted Proposal

The following list is a breakdown of the expected components and materials required in the written response to this request. This list is the minimum requirement for evaluation.

1. **Required** - An all-inclusive, not to exceed, cost for the Scope of Work.
2. **Required** - The Contractor shall provide a narrative describing how their firm is qualified to perform this Scope of Work.
3. **Required** - The Contractor is to provide the resumes of any staff members who will be working under this Scope of Work. All persons must be able to pass the comprehensive criminal history background check to the standards determined by local, state, and federal requirements, including CJIS standards.
4. **Required** - Copies of individual licenses, certifications, credentials, or other qualifications applicable to this Scope of Work.
5. **Required –** The Contractor shall provide an outline of the approach and method for assessing the Scope Elements defined in this Scope of Work.
6. **Required –** A proposed schedule outlining visits, interviews, data collection, and onsite assessments.
7. **Required** - The total number of days to complete the Scope of Work from the notice to proceed date to the submission of the Initial Draft Report.
8. **Preferred** - The Contractor shall provide names, contact numbers, and a written summary of the work performed for similar projects or provision of related deliverables completed in the past 36 months.
9. **As Appropriate** - Any special provisions that Williamson County needs to be aware of prior to start of work.
10. **As Appropriate** - Any other information the Contractor would like to provide that may be of interest to Williamson County.
11. **Required** - The Contractor shall complete all Williamson County required vendor and service provider documentation and certifications prior to the start of work.

V. Considerations for Planning the Response to this Request

When preparing the response, consideration should be given for the following:

1. Williamson County will not have a full-time (100%) project manager. The Williamson County Emergency Communications Single Point of Accountability (WCEC SPA) shall be the Professional Standards Division Director.
2. The Contractor is responsible for guiding, supporting, mentoring, and coaching the Instructional Coordinator in the development of materials directly related to the deliverables outlined in this RFP.
3. The WCEC SPA will assist in identification of departmental resources, materials, and team members that may be needed to complete the Scope of Work.
4. The WCEC SPA will assist in financial evaluation and, where possible, the purchase of resources, programs, and/or materials needed for completion of the Scope of Work.
5. The WCEC SPA will assist in scheduling onsite work, in advance.
6. The Contractor will provide appropriate introduction and preparatory materials in coordination with the WCEC SPA during project initiation to ensure all parties are informed and educated prior to project commencement and interviews.
7. The Contractor will be expected to provide reasonable notice of data requests and requests for meetings with County staff.
8. The WCEC SPA shall provide the requested information, data, and materials within three (3) days of the request unless otherwise specified assuming the information, data and material requested is available.
9. The cost proposal should include a “not to exceed” fee for the project, inclusive of items which are normally referred to as reimbursable expenses, i.e., travel, meals, lodging and overtime work requiring higher than regular rate for which no additional compensation will be due.

Scoring Matrix

General Requirements: Organizational capabilities, organizational qualifications, staff qualifications, staff experience, and training related to 9-1-1 specific education programs	20%
Technical Approach – Scope of Services: Understanding of required education service, approach to education services, knowledge of benchmark and best practice standards in education, and any additional information related to 9-1-1 education services	50%
Timeline and Cost	20%
Unique Qualifications or Experience: Special consideration and scoring for unique information, experience, or insights offered that would give the candidate advantage in this type of project	10%

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character,

responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and

expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Scott Parker, Director, Emergency Communications Williamson County,911 Tracy Chambers Lane, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of 9 (nine) months beginning on January 1, 2019 through September 30 , 2019

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

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

Successful Respondent must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall

not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s), and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

2. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

1.8 Tentative Schedule

Event	Date	Time
RFP released in BidSync	October 16, 2018	
Deadline for RFP questions	November 2, 2018	3:30PM
RFP final responses due	November 7, 2018	3:00PM

Question and Answers for Bid #1810-266 - WCEC Comprehensive 9-1-1 Education Program Development

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

Commissioners Court - Regular Session **41.**

Meeting Date: 10/16/2018

Authorize issuing RFP 1810-267 Consultant to Develop the 2019-2023 HUD Consolidated Plan and 2019-2020 Annual Action Plan

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for a Consultant to develop the 2019-2023 HUD Consolidated Plan and 2019-2020 Annual Action Plan under RFP #1810-267.

Background

Williamson County is seeking a qualified consultant to develop the following HUD Consolidated Five (5) year Plan for Fiscal Years 2019-2023 and a One (1) Year Annual Action Plan for Fiscal Year 2019-2020, as detailed in the specifications of the Request for Proposals. Sally Bardwell is the point of contact and the funding source is the Community Development Block Grants.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1810-267 Proposal Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:00 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Johnny Grimaldo		Started On: 10/10/2018 09:14 AM
Final Approval Date: 10/11/2018		

Solicitation 1810-267

Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action Pl

Bid Designation: Public

Williamson County, Texas

Bid 1810-267
Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action Pl

Bid Number	1810-267
Bid Title	Consultant to Develop 2019-**2023 HUD Consolidated Plan/2019-**2020 Annual Action Pl
Bid Start Date	In Held
Bid End Date	Nov 7, 2018 2:30:00 PM CST
Question & Answer End Date	Nov 2, 2018 3:00:00 PM CDT
Bid Contact	Johnny Grimaldo Purchasing Specialist III 512-**943-**1553 johnny.grimaldo@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Bid Comments	**Williamson County is seeking qualified firms to engage a qualified consultant to develop the following HUD Consolidated Five (5) year Plan for Fiscal Years 2019-2023 and a One (1) Year Annual Action Plan for Fiscal Year 2019-2020 as detailed in the specifications of this RFP.**

Item Response Form

Item	**1810-267--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Please attach all documents to this line

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1810-267

Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action Pl

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Nov 7, 2018 2:30:00 PM CST

PROPOSAL WILL BE PUBLICLY OPENED:
Nov 7, 2018 2:30:00 PM CST

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

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

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

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

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

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

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

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.

PROPOSAL AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

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

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

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

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

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

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

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

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

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

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six months, directly or indirectly concerned in any pool or agreement or combination, to control the price services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business

arrangement with any employee, official or agent of the County.

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any

manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

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

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

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

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

5. PROPOSAL SPECIFICATIONS

5.1 PROJECT SUMMARY

Engage a qualified consultant to develop the following:

- A Consolidated Five (5) year Plan for Fiscal Years 2019-2023
- A One (1) Year Annual Action Plan for Fiscal Year 2019-2020

5.2 Specific Work Requirements

Both plans prepared by the Consultant must meet the U.S Department of Housing and Urban Development (HUD) requirements, encourage citizen involvement, and be an effective tool for a multitude of interested community partners.

The Consultant shall participate in a planning session to finalize the work schedule of the consulting firm, set dates for any public hearings, community meetings, stakeholder meetings, resident meetings and begin the data gathering process. Any current plan and documents needed for reference will be identified and supplied to the consulting firm at this time.

The consultant shall conduct forums for community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, public housing residents, business and economic development interests, and County and other governmental departments and entities.

Citizen Participation Process

The Consultant shall provide a methodology to improve and encourage citizen participation in the Consolidated Planning process. Additionally, the Consultant shall provide guidance and models regarding letters to all local community, housing, and social service agencies, alerting them to the grant process and seeking input on community needs. The Consultant should also provide guidance on timetables and templates for advertisements in the local newspaper on the same subject.

If the prospective firm wishes to use such tools as community surveys, they must be prepared in Spanish as well as English.

The Consultant shall review the existing grant application process and associated forms and advise staff in streamlining the process, utilizing technology, and selecting appropriate eligible projects.

Citizen Participation Process Analysis

The Consultant shall complete a community profile, examination of general market inventory, general needs assessment, and institutional structure portions of the Consolidated Plan to meet HUD regulations.

The Consultant shall present in cooperation with County staff at public hearings and be available to explain the program's purpose and solicit public input on community priorities. The firm shall assist in the development, administration, and analysis of public surveys intended to obtain input from the community.

Project Selection, Application Evaluation, and Recommendations

As part of the planning process, the Consultant shall evaluate the current procedure, application, and scoring process for selecting eligible projects for Federal Funding.

The Consultant shall recommend any improvements to be made to the current process including: informing non-profit organizations, citizens, social service agencies, commissioner, department heads, and other interested parties.

Additionally, the Consultant shall suggest institutional modifications regarding the evaluation of project eligibility, financial feasibility, environmental impact, and organizational capacity to meet local demand and satisfy national objectives.

2019-2020 One-Year Action Plan

The Consultant shall develop a FY2019-2020 Annual Action Plan that includes proposed activities, proposed accomplishments, and performance measurements. The Annual Action Plan will be submitted in final form accompanying the 5 Year Consolidated Plan by the August 15, 2019 deadline.

Five Year Consolidated Plan

The Consultant shall prepare and deliver the Five Year Consolidated Plan on all HUD required forms. The Consultant shall prepare a "draft" plan to be delivered to the County by a mutually agreed upon deadline.

The Consultant shall coordinate the advertisement of the thirty-day public comment period as well as the County Commissioners Court meetings required on the proposed use of funds. Upon the close of the comment period, the Consultant shall direct and assist the County in documenting its responses to any comments received.

The Consolidated Plan will be finalized for approval and submitted to HUD before the deadline of August 15, 2019. The Consultant shall provide Williamson County with one (1) original and three (3) copies of the proposal for the 5 Year Consolidated Plan and the one (1) Year Annual Action Plan. The Plans must be prepared using official HUD software and formats which include, but are not limited to, eCon Planning Suite and the submission of the Consolidated Plan and Annual Action Plan into IDIS.

The Five Year Consolidated Plan should include the following elements:

- A review of the accomplishments of the previous 5-year con plan
- The strategic goals for the next 5 years
- Mapping of census tracts
- Demographic profile

- Housing needs and market analysis
- Public housing needs
- Strengths and gaps of the County's delivery system
- Review of County policies
- Review of private sector policies
- Community development goals and objectives
- Special needs population needs and objectives

6. CONTRACT ADMINISTRATION

Sally Bardwell, Grants Coordinator for Williamson County (or successor), 710 S. Main Street, Georgetown, TX 78626, 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 Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal must be submitted.

7.2 PRICE PROPOSAL

The Respondent must utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal must be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 GENERAL REQUIREMENTS AND SELECTION PROCESS

All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee for content, fee, related experience, and professional qualifications of consultants. After initial screening, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Respondents are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals. The consultant selected by the Evaluation Committee will be recommended to the County's Commissioners Court for this project, but the Court is not bound to accept the recommendation or award the project to the recommended consultant.

The following (6) six criteria will be used by the Evaluation Committee in determining its recommendation to the Commissioners' Court. Please provide thorough responses to these criteria items:

1. Consultant's experience in years and projects developing consolidated plans or closely related planning documents. (minimum of three (3) years preferred) 15 Points

2. Experience in years and projects of qualified personnel that consultant shall provide to perform all work in accordance with the statement of work. (minimum three (3) years of experience preferred) 15 Points
3. Recent experience in using HUD's eCon Planning Suite or other experience in using similar tools. 15 Points
4. Recent experience in developing Performance Measurement Systems required by HUD or other experience in developing similar systems. 15 Points
5. Experience of a qualified Project Manager the consultant shall provide for the project. Will the Project Manager be accessible throughout the project, as requested? 15 Points
6. Fees for Consulting Services 25 Points

The County reserves the right to reject any and all Proposals and to waive informalities and minor irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, resulting in rejection of the Proposal by the County.

The County may, during the evaluation process, request from any Respondent additional information which the County deems necessary to determine the Respondent's ability to perform the required services. If such information is requested, the Respondent shall be permitted five (5) working days to submit the information requested.

An error in the Proposal may cause the rejection of that Proposal. However, the County may, in its sole discretion, retain the Proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the Respondent's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a Respondent on any item in a Proposal that County believes to be in error.

The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. **The lowest proposed cost is *not* the sole criterion for recommending contract award.** All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process.

Question and Answers for Bid #1810-267 - Consultant to Develop 2019-2023 HUD Consolidated Plan/2019-2020 Annual Action Pl

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

Commissioners Court - Regular Session **42.**

Meeting Date: 10/16/2018

Authorize Purchasing of an Excavator 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 #WPI082918-001 between Waukesha-Pearce Industries and Williamson County for an Excavator in the amount of $294,775.00 pursuant to BuyBoard contract #515-16 and authorizing the purchase.

Background

This is for the purchase of a Gradall D154 Discovery Series Excavator, including freight for Road and Bridge through the BuyBoard Cooperative Contract #515-16. 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

Waukesha Pearce Buyboard Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 08:58 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Johnny Grimaldo		Started On: 10/10/2018 09:18 AM
Final Approval Date: 10/11/2018		

Texas Association of School Boards
BUYBOARD Quotation

Quote Date	October 1, 2018
Quote No.	WPI091418-002
Contract No.	515-16
Vendor ID	837

Quotation To

Buying Agency	Williamson County
Contact	
Phone	
Fax	
Email	

Waukesha-Pearce Industries Inc.
Construction Machinery Division

Contact	Sean Casey
Phone	512-777-9091
Fax	
Email	sean.casey@wpi.com

Pricing Based On Maunufacturer's Price List Dated:		Contract Discount	2.0%
		Factor	98.0%

A. Base Unit:

Brand	Model No.	Description	List Price	Net Price
Gradall	D154 4x4	Discovery Series Excavator	$ 284,989.80	$ 279,290.00

Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.

B. Factory options and attachments INSTALLED

Sales Code	Description	List Price	Net Price
	Base Unit	$ -	$ -
	Upper Beacon Light		$ -
	LED Working Lights		$ -
	4x4 Chassis		$ -
	Boom Rest Guard		$ -
	Passenger Side Step		$ -
	60" Ditching Bucket w/BOCE		$ -
	Fixed Thumb Grapple		$ -
		Sub Total	$ -

C. Non-Factory options and attachments INSTALLED

Sales Code	Description	Net Price
	Auxiliary Hydraulics: Bi-Directional (Factory Installed)	INCL
		$ -
		$ -
		$ -
		$ -
		$ -
	Sub Total	$ -

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
Freight	$ 5,485.00
5 year/7500 hour, 100,000 Mile Bumper to Bumper Warranty	$ 10,000.00
	$ -
	$ -
Sub Total	$ 15,485.00

TOTAL PURCHASE PRICE: $ 294,775.00

Delivery: Determined at Time of Order

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: *info@buyboard.com*

Commissioners Court - Regular Session **43.**

Meeting Date: 10/16/2018

Authorize Purchasing of FY19 Kronos Time keeping Gold Maintenance through DIR

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 #QUO-941195-T9L5M7 between immixTechnology, Inc. and Williamson County for FY19 Kronos Gold Maintenance and Support Services in the amount of $83,949.60 pursuant to DIR contract # DIR-TSO-2585 and authorizing the purchase.

Background

This is for the purchase of a Gold Maintenance and Support services for FY19 Kronos timekeeping software through the DIR Cooperative Contract #DIR-TSO-2585. Tammy McCulley is the point of contact for this transaction. This expenditure will be charged to 01.0100.0503.004505. Funding was approved in the FY2019 budget

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

immixTechnology DIR Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 10:27 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:51 AM
Form Started By: Johnny Grimaldo		Started On: 10/10/2018 09:20 AM
Final Approval Date: 10/11/2018		

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

Shawna Simons
WILLIAMSON , COUNTY OF
710 MAIN STREET, SUITE 301
GEORGETOWN, TX 78626
PH: 512-943-1498
ssimons@wilco.org

Contract No.: DIR-TSO-2585

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-941195-T9L5M7
Quote Date: 10/4/2018
Expiration Date: 11/3/2018

Order/Payment Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611
EFT: BB&T
Routing No. 055003308

immixTechnology, Inc. Contact: Parks, Jessica
703-677-9793 jessica.parks@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6042053

Manufacturer Contact: Paquette, Mariama
978 947 7320 Mariama.Paquette@Kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800079-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Timekeeper v6 - per employee** TRUSTED PRODUCT **	1550	$10.4300	$16,166.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
2	8800079-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Timekeeper v6 - per employee** TRUSTED PRODUCT **	50	$10.4300	$521.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
3	8800079-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Timekeeper v6 - per employee** TRUSTED PRODUCT **	50	$10.4300	$521.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
4	8800079-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Timekeeper v6 - per employee** TRUSTED PRODUCT **	50	$10.4300	$521.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
5	8800079-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Timekeeper v6 - per employee** TRUSTED PRODUCT **	50	$10.4300	$521.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
6	8800079-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Timekeeper v6 - per employee** TRUSTED PRODUCT **	100	$10.4300	$1,043.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
7	8800081-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Employee v6 - per employee** TRUSTED PRODUCT **	1050	$7.0800	$7,434.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
8	8800081-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Employee v6 - per employee** TRUSTED PRODUCT **	100	$7.0800	$708.00
		Period of Performance: 11/1/2018 to 10/31/2019.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
9	8800081-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Employee v6 - per employee** TRUSTED PRODUCT **	50	$7.0800	$354.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
10	8800081-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Employee v6 - per employee** TRUSTED PRODUCT **	100	$7.0800	$708.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
11	8800081-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Employee v6 - per employee** TRUSTED PRODUCT **	50	$7.0800	$354.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
12	8800081-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Employee v6 - per employee** TRUSTED PRODUCT **	100	$7.0800	$708.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
13	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	185	$81.7400	$15,121.90
		Period of Performance: 11/1/2018 to 10/31/2019.					
14	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	5	$81.7400	$408.70
		Period of Performance: 11/1/2018 to 10/31/2019.					
15	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	5	$81.7400	$408.70
		Period of Performance: 11/1/2018 to 10/31/2019.					
16	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	5	$81.7400	$408.70
		Period of Performance: 11/1/2018 to 10/31/2019.					
17	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	10	$81.7400	$817.40
		Period of Performance: 11/1/2018 to 10/31/2019.					
18	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	5	$81.7400	$408.70
		Period of Performance: 11/1/2018 to 10/31/2019.					
19	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	10	$81.7400	$817.40
		Period of Performance: 11/1/2018 to 10/31/2019.					
20	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	10	$81.7400	$817.40
		Period of Performance: 11/1/2018 to 10/31/2019.					
21	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	20	$81.7400	$1,634.80
		Period of Performance: 11/1/2018 to 10/31/2019.					
22	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	5	$81.7400	$408.70
		Period of Performance: 11/1/2018 to 10/31/2019.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
23	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	10	$81.7400	$817.40
		Period of Performance: 11/1/2018 to 10/31/2019.					
24	8800082-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Managers for Workforce Central v6 - per Mgr** TRUSTED PRODUCT **	25	$81.7400	$2,043.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
25	8800086-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Leave v6 - per license** TRUSTED PRODUCT **	1500	$8.1400	$12,210.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
26	8800086-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Leave v6 - per license** TRUSTED PRODUCT **	100	$8.1400	$814.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
27	8800086-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Leave v6 - per license** TRUSTED PRODUCT **	50	$8.1400	$407.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
28	8800086-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Leave v6 - per license** TRUSTED PRODUCT **	50	$8.1400	$407.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
29	8800086-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Leave v6 - per license** TRUSTED PRODUCT **	50	$8.1400	$407.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
30	8800086-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Leave v6 - per license** TRUSTED PRODUCT **	100	$8.1400	$814.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
31	8800131-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Integration Manager v6 - per Employee** TRUSTED PRODUCT **	1550	$0.7400	$1,147.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
32	8800131-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Integration Manager v6 - per Employee** TRUSTED PRODUCT **	50	$1.5500	$77.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
33	8800131-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Integration Manager v6 - per Employee** TRUSTED PRODUCT **	50	$1.5500	$77.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
34	8800131-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Integration Manager v6 - per Employee** TRUSTED PRODUCT **	50	$1.5500	$77.50
		Period of Performance: 11/1/2018 to 10/31/2019.					
35	8800131-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Integration Manager v6 - per Employee** TRUSTED PRODUCT **	50	$1.5500	$77.50
		Period of Performance: 11/1/2018 to 10/31/2019.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
36	8800131-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Integration Manager v6 - per Employee** TRUSTED PRODUCT **	100	$1.5500	$155.00
		Period of Performance: 11/1/2018 to 10/31/2019.					
37	8800137-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Mobile Employee V6** TRUSTED PRODUCT **	10	$1.3300	$13.30
		Period of Performance: 11/21/2018 to 10/31/2019.					
38	8800138-000GM	DIR-TSO-2585	MNT	Gold Maintenance for Workforce Mobile Manager V6** TRUSTED PRODUCT **	10	$10.8600	$108.60
		Period of Performance: 11/21/2018 to 10/31/2019.					
39	99X9000-018	DIR-TSO-2585	HW MNT	Depot Exchange for Kronos InTouch, Standard Enclosure, with Bar Code Badge Reader** TRUSTED PRODUCT **	9	$229.2000	$2,062.80
		Period of Performance: 11/1/2018 to 10/31/2019.					
40	99X9000-028	DIR-TSO-2585	HW MNT	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange** TRUSTED PRODUCT **	11	$229.2000	$2,521.20
		Period of Performance: 11/1/2018 to 10/31/2019.					
41	99X9000-018	DIR-TSO-2585	HW MNT	Depot Exchange for Kronos InTouch, Standard Enclosure, with Bar Code Badge Reader** TRUSTED PRODUCT **	6	$213.9200	$1,283.52
		Period of Performance: 11/25/2018 to 10/31/2019.					
42	99X2000-001	DIR-TSO-2585	HW MNT	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **	3	$209.0900	$627.27
		Period of Performance: 11/1/2018 to 10/31/2019.					
43	99X2000-011	DIR-TSO-2585	HW MNT	Depot Exchange 4500 Numeric Bar Code Modem** TRUSTED PRODUCT **	2	$229.2000	$458.40
		Period of Performance: 11/1/2018 to 10/31/2019.					
44	99X2004-001	DIR-TSO-2585	HW MNT	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET** TRUSTED PRODUCT **	4	$209.0900	$836.36
		Period of Performance: 11/1/2018 to 10/31/2019.					
45	99X2004-011	DIR-TSO-2585	HW MNT	Depot Exchange 4500 Numeric Bar Code Modem** TRUSTED PRODUCT **	3	$152.8000	$458.40
		Period of Performance: 11/1/2018 to 10/31/2019.					
46	99X2800-001	DIR-TSO-2585	HW MNT	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet** TRUSTED PRODUCT **	1	$209.0900	$209.09
		Period of Performance: 11/1/2018 to 10/31/2019.					
47	99X2800-501	DIR-TSO-2585	HW MNT	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory** TRUSTED PRODUCT **	5	$209.0900	$1,045.45
		Period of Performance: 11/1/2018 to 10/31/2019.					

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
48	99X9020-001	DIR-TSO-2585	HW MNT	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option** TRUSTED PRODUCT **	5	$96.5100	$482.55
		Period of Performance: 11/1/2018 to 10/31/2019.					
49	ED-SUBSCRIPTION - 1501-2500	DIR-TSO-2585	LIC	KnowledgePass Ed Services Subscription 1501 -2500 (11/1/2018 - 10/31/2019)** TRUSTED PRODUCT **	1	$3,496.8600	$3,496.86

HARDWARE MAINTENANCE	$9,985.04
LICENSE	$3,496.86
SW MAINTENANCE	$70,467.70
Grand Total	$83,949.60

SID 6042053
Prev IM: IM86519
POP: 11/1/2018 - 10/31/2019, 11/21/2018 - 10/31/2019, 11/25/2018 - 10/31/2019

Subject to the Terms and Conditions of Contract Number DIR-TSO-2585.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

Commissioners Court - Regular Session **44.**

Meeting Date: 10/16/2018

Advertise IFB # 1810-268 Fall 2018 Fog Seal (Cimarron Hills)

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fall 2018 Fog Seal (Cimarron Hills) under IFB #1810-268.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Fall 2018. The department point of contact is Kon Kwan. This expenditure will be charged to 01.0200.0210.003599. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:21 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Melissa Gurka		Started On: 10/10/2018 01:39 PM
Final Approval Date: 10/11/2018		

Solicitation 1810-268

Fall 2018 Fog Seal (Cimarron Hills)

Bid Designation: Public

WILLIAMSON COUNTY
1848

Williamson County, Texas

Bid 1810-268
Fall 2018 Fog Seal (Cimarron Hills)

Bid Number	1810-268
Bid Title	Fall 2018 Fog Seal (Cimarron Hills)
Expected Expenditure	**$211,000.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Nov 7, 2018 1:30:00 PM CST
Question & Answer End Date	Nov 2, 2018 4:00:00 PM CDT
Bid Contact	Melissa Gurka Purchasing Specialist II 512-**943**-3860 melissa.gurka@wilco.org
Contract Duration	**One Time Purchase**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**Oct 24, 2018 10:00:00 AM CDT** **Attendance is optional** **Location: 3151 Southeast Interloop** **Georgetown, TX**
Bid Comments	**Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Fall 2018.**

Item Response Form

Item	**1810-268--01-01 -** Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1
Expected Expenditure $211,000.00

Description
Total bid price

Item	**1810-268--01-02 -** Attach all documents to this line.
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**Williamson County, Texas**

No Location Specified

Qty 1

Description
Attach all documents to this line.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1810-268
Fall 2018 Fog Seal (Cimarron Hills)

BIDS MUST BE RECEIVED ON OR BEFORE:
Nov 7, 2018 1:30:00 PM CST

BIDS WILL BE PUBLICLY OPENED:
Nov 7, 2018 1:30:00 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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

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

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

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

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

The County will decide if an actual or perceived conflict should result in Bid disqualification.

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

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

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

2.6 BID SUBMITTAL DEADLINE

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

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

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

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

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

3.5 ASSUMED BUSINESS NAME

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

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

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

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

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

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

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

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

3.15 SILENCE OF SPECIFICATIONS

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

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

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

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

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

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

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

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

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

4.44 INCLEMENT WEATHER

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

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	CUL-DE-SAC LISTING
3	SUBDIVISION KEY MAP
4	CIMARRON HILLS / BIG VALLEY
5	FARRIS RANCH / SARATOGA SPRINGS
6	FOREST CREEK / SILVER LEAF
7	HUNTINGTON TRAILS
8	MESA VISTA ESTATES / MORNINGSIDE MEADOWS
9	POST OAK RANCH / WESTERN HILL ESTATES
10	WHISPER WOOD
11	SILVER CREEK RANCH
12	STABLE OAKS / SUNRISE ACRES
13	MISCELLANEOUS DETAILS

STANDARDS

14	TCP (1-2)-18
15	BC(10)-14

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE

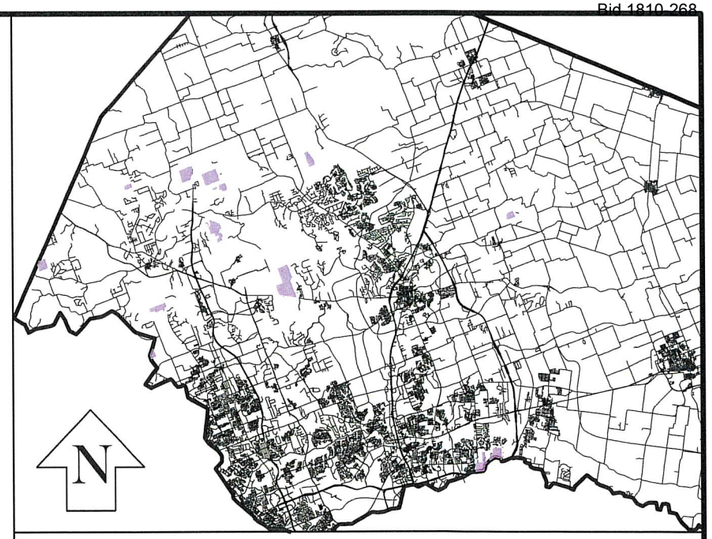
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

PLANS FOR PROPOSED
COUNTY ROAD
IMPROVEMENTS

CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

Project No. 19IFBXXX
OCTOBER 2018

WILLIAMSON COUNTY
1848



LOCATION MAP
N.T.S.

CUL-DE-SAC AND KNUCKLE AREAS TO BE FOG-SEALED

GENERAL PROJECT INFO:
SUBDIVISION FOG SEAL PROJECTS CONSIST OF APPROXIMATELY 62,019 SQ. YDS.

LIMITS: SEE PLAN SHEETS

#		#	
#	SHEETS AFFECTED	BY	DATE

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

WILLIAMSON COUNTY

DESIGNED BY:

KON Q. KWAN, P.E. PROJECT ENGINEER DATE 10/04/18

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EVERTSON, P.E. COUNTY ENGINEER DATE 10/10/18

FALL*2018*FOG SEAL OTITLE.dgn
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Subdivision	Road Name	Area (SY)
Big Valley	West Valley Spur	533
Big Valley	Big Valley Spur	515
Big Valley	South Valley Dr	549
Cimarron Hills	Goodnight Dr	556
Cimarron Hills	Hopewell Cir	313
Cimarron Hills	Goodnight Dr	697
Cimarron Hills	Waterstone Cv	739
Cimarron Hills	Hammerstone Cv	972
Cimarron Hills	Copper Point Cv	750
Cimarron Hills	Long Point Cv	1120
Cimarron Hills	Oak Grove Cv	905
Cimarron Hills	W Cimarron Hills Trail	1506
Cimarron Hills	Paloma Point	606
Cimarron Hills	Dovetail Cv	442
Cimarron Hills	Dovetail Ln	704
Cimarron Hills	Dovetail Ln	1207
Cimarron Hills	Limestone Dr	818
Cimarron Hills	Oak Trail Dr	954
Cimarron Hills	Indigo Ln	684
Cimarron Hills	Grand Oaks Ln	887
Cimarron Hills	Grand Oaks Ln	577
Cimarron Hills	Birdstone Ln	1195
Cimarron Hills	Spearpoint Cv	1247
Cimarron Hills	Pitchstone Cv	1039
Cimarron Hills	Ringtail Cv	997
Cimarron Hills	Hillstone Trail	133
Farris Ranch	Farris Ranch Rd	745
Farris Ranch	Mustang Way	608
Forest Creek	Mark O'Meara Cv	570
Forest Creek	Mark Brooks Cv	580
Forest Creek	David Duval Cv	603
Forest Creek	David Duval Ct	599
Forest Creek	Phil Mickelson Ct	656
Forest Creek	Paul Azinger Dr	640
Forest Creek	Hale Irwin Cv	606
Forest Creek	Paul Azinger Dr	608
Forest Creek	Paul Azinger Dr	603
Forest Creek	Nick Price Cv	1306
Forest Creek	Nick Price Loop	617
Forest Creek	Bob Estes Cv	564
Forest Creek	Fred Couples Ct	585
Forest Creek	Hal Sutton Cv	625
Forest Creek	Tom Watson Cv	619
Forest Creek	Craig Parry Cv	632
Forest Creek	Sandy Lyle Cv	634
Forest Creek	Tom Kite Cv	699
Forest Creek	Lee Trevino Cv	640
Forest Creek	Silver Oak Dr	713
Huntington Trails	Amistad Dr	691
Huntington Trails	Meadowild Dr	1135
Huntington Trails	Meadowild Cv	1076
Mesa Vista Estates	Mesa Vista Dr	694
Mesa Vista Estates	Mesa Grande Dr	805

Subdivision	Road Name	Area (SY)
Morningside Meadows	Adelfa Dr	638
Morningside Meadows	Rock Chalk Ct	585
Morningside Meadows	Calico Bush Ln	541
Morningside Meadows	Calico Bush Ln	605
Morningside Meadows	Silk Tree Ln	556
Morningside Meadows	Silk Tree Ln	610
Morningside Meadows	Homestead Dr	601
Morningside Meadows	Santolina Ln	659
Morningside Meadows	Santolina Ln	580
Morningside Meadows	Silver Maple Cv	607
Morningside Meadows	Water Oak Cv	614
Morningside Meadows	Sultana Ct	613
Morningside Meadows	Silver Lace Ln	1052
Post Oak Ranch	N Encino Crossing	827
Post Oak Ranch	S Encino Crossing	621
Saratoga Springs	Montrose Dr	339
Saratoga Springs	Saratoga Springs Place	452
Saratoga Springs	Saratoga Springs Cv	501
Saratoga Springs	Savanna Terrace Dr	465
Saratoga Springs	Savanna Terrace Dr	638
Saratoga Springs	Autumn Ridge Cv	418
Silver Creek Ranch	Silver Creek Dr	683
Silver Creek Ranch	Mercury Cv	633
Silver Leaf	White Fox Cv	582
Silver Leaf	Glacier Cv	573
Silver Leaf	E Aspen Trail	498
Silver Leaf	E Aspen Trail	604
Stable Oaks	Stable Oaks Dr	684
Sunrise Acres	Sunrise Cir	1069
Silver Leaf	Arctic Cir	617
Silver Leaf	Crystal Cv	626
Silver Leaf	Silver Trail	1219
Western Hill Estates	Western Hill Dr	618
Whisper Wood	Wildwood Crossing	539
Whisper Wood	Wildwood Crossing	562
Whisper Wood	Rockwood Pass	492
	Total Area (SY):	**62,019**

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
10/04/2018

NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

CUL-DE-SAC LISTING

WILLIAMSON COUNTY
1848

PROJECT: FOG SEAL FALL 18
DATE: 7/30/2018
DESIGNED: AF
DRAWN: AF
REVIEWED: KQK

SHEET
2 OF 15

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Bear Creek Ranch
Saratoga Springs
Farris Ranch
Whisper Wood
Big Valley
Stable Oaks
Sunrise Acres
Western Hills Estates
Post Oak Ranch
San Gabriel Oaks
Wild Country Ranch
McShepherd Ranches
Cimarron Hills
Baker Estates
Silver Creek Ranch
Mesa Vista Estates
Huntington Trails
Forest Creek
Silver Leaf
Morningside Meadows

Ronald W Reagan Boulevard
Shell Road
Serenada Drive
Tower Road
Patricia Road
Sam Bass Road
Arnold Drive

CITY OF FLORENCE
CITY OF JARRELL
CITY OF BARTLETT
CITY OF GRANGER
CITY OF LIBERTY HILL
CITY OF GEORGETOWN
CITY OF LEANDER
CITY OF ROUND ROCK
CITY OF CEDAR PARK
CITY OF AUSTIN
CITY OF HUTTO
CITY OF TAYLOR
CITY OF COUPLAND

Legend

FALL_2018_FOG_SEAL

SUBDIVISION

- ~~Baker Estates~~
- ~~Bear Creek Ranch~~
- Big Valley
- Cimarron Hills
- Farris Ranch
- Forest Creek
- Forest Creek Sec 37
- Huntington Trails
- ~~McShepherd Ranches - River Oak Unit~~
- ~~McShepherd Ranches-River Oaks Unit~~
- Mesa Vista Estates
- Morningside Meadows
- Post Oak Ranch
- ~~San Gabriel Oaks~~
- Saratoga Springs
- Silver Creek Ranch
- Silver Leaf
- Stable Oaks
- Sunrise Acres
- Western Hill Estates
- Whisper Wood
- ~~Wild Country Ranch~~

NOTE:

SUBDIVISIONS BAKER ESTATES, BEAR CREEK RANCH, McSHEPHERD RANCHES, SAN GABRIEL OAKS AND WILD COUNTRY RANCH DO NOT HAVE CUL-DE-SACS TO BE FOG SEALED.

STATE OF TEXAS
KON Q. KWAN
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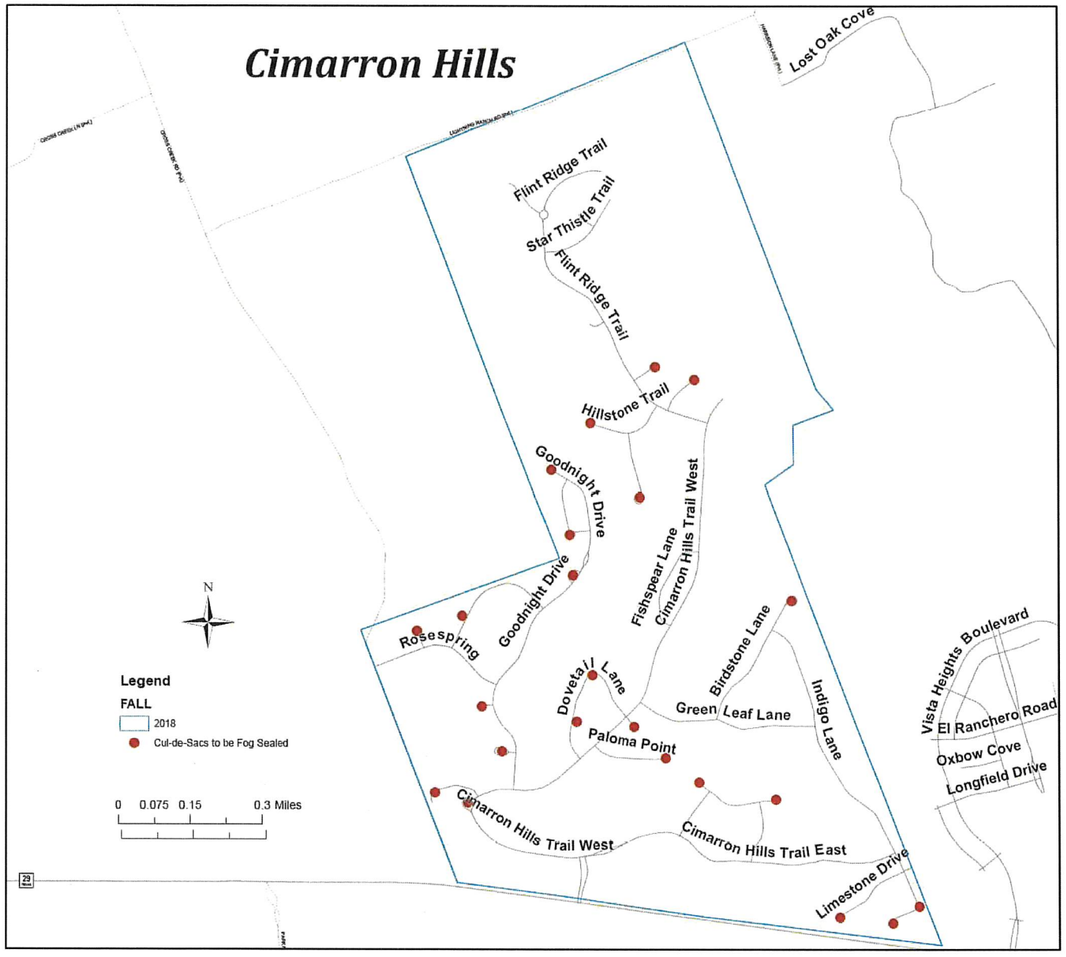
CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

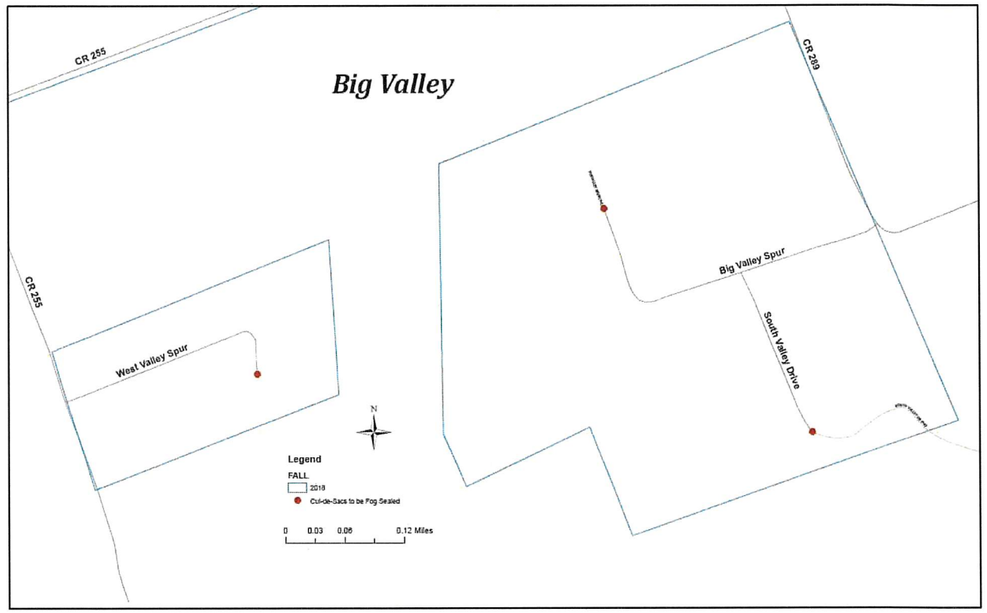
SUBDIVISION KEY MAP

WILLIAMSON COUNTY 1848

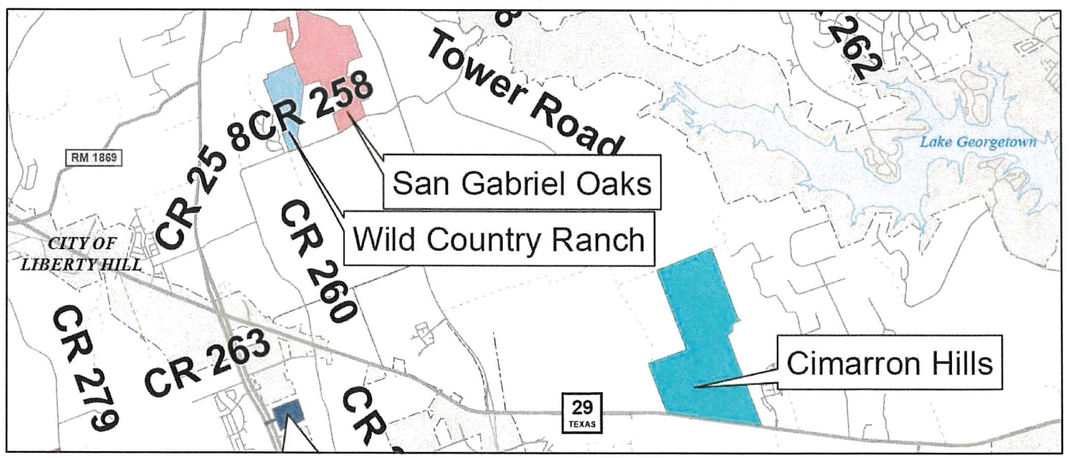
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REVIEWED: KQK

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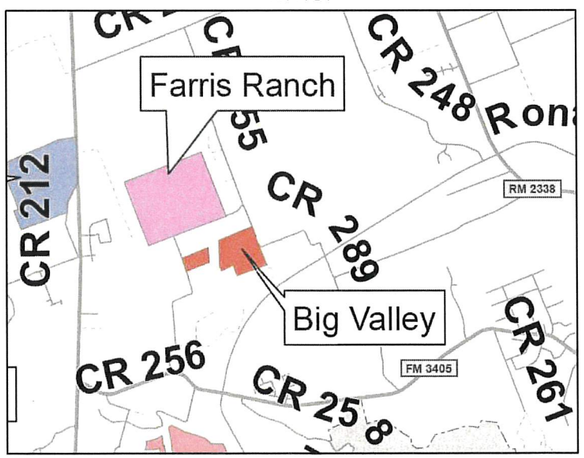




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WILLIAMSON COUNTY
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NO.	DESCRIPTION	BY	DATE

CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

CIMARRON HILLS /
BIG VALLEY

WILLIAMSON COUNTY
TEXAS

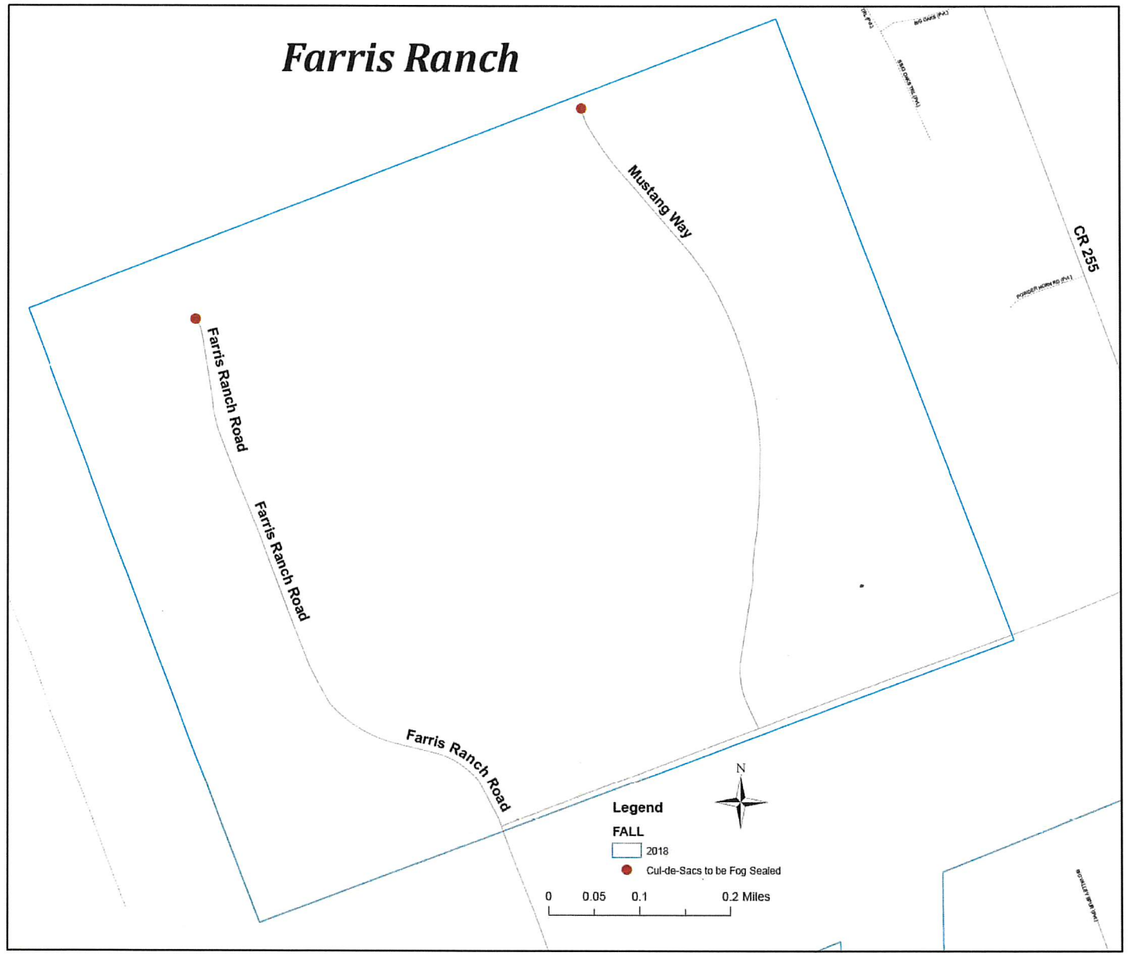
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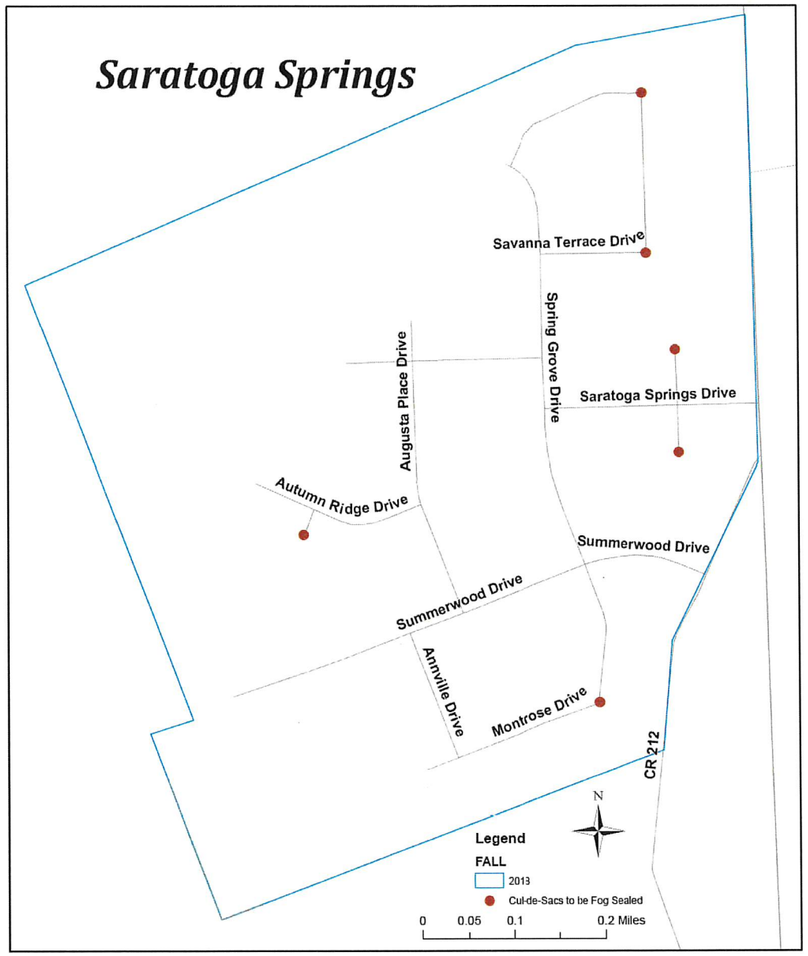
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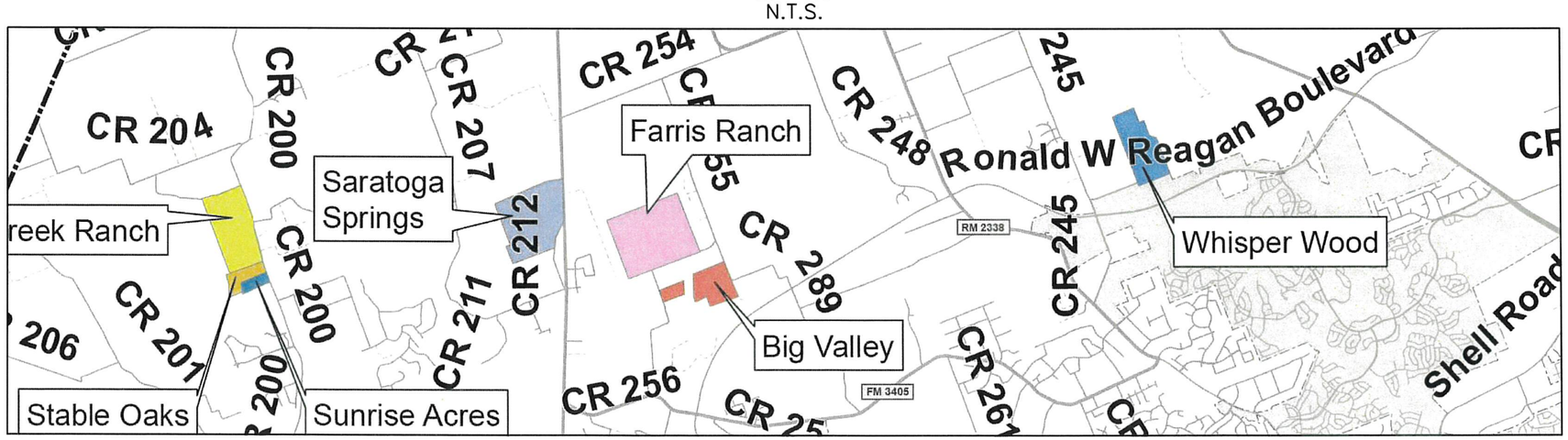
Farris Ranch



Saratoga Springs



KEY MAP
N.T.S.



STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
10/04/2018

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WILLIAMSON COUNTY
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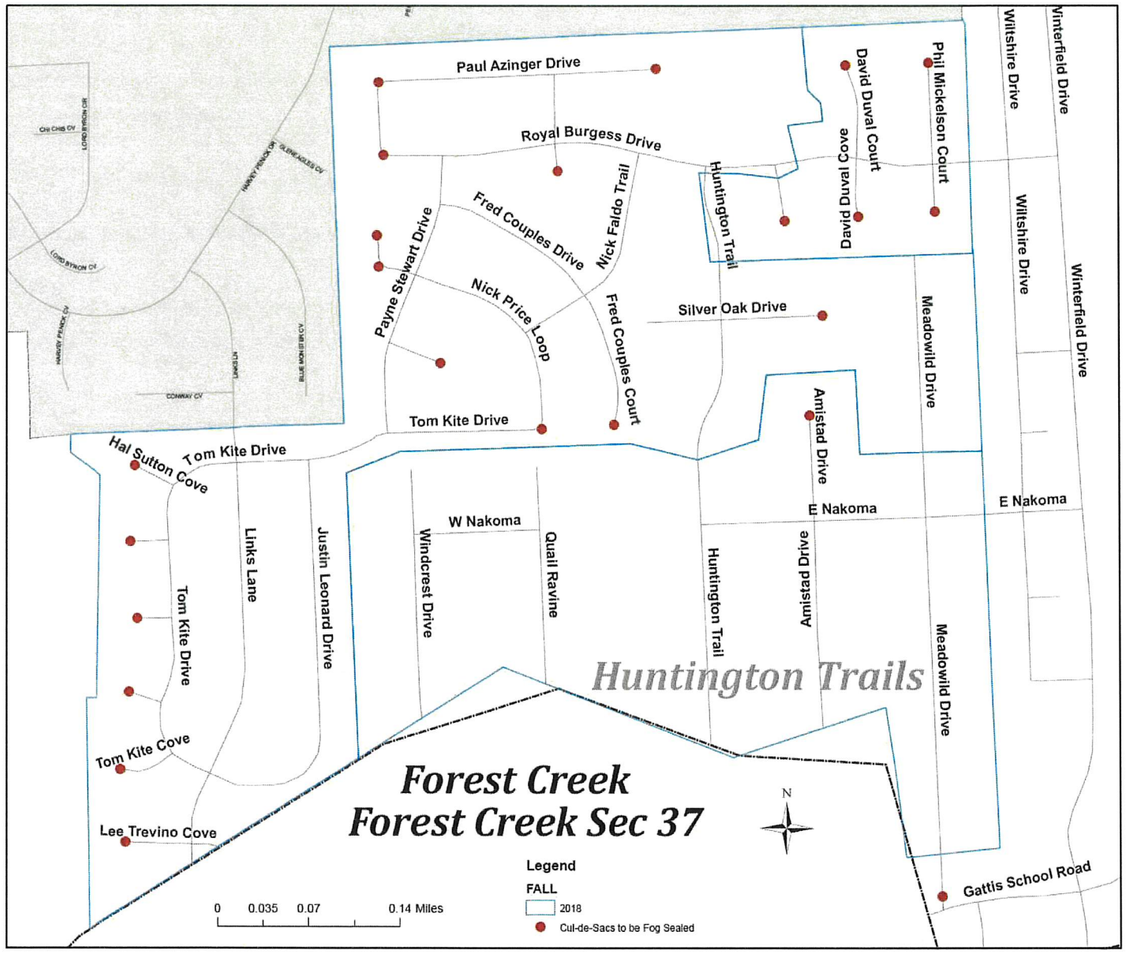
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SARATOGA SPRINGS

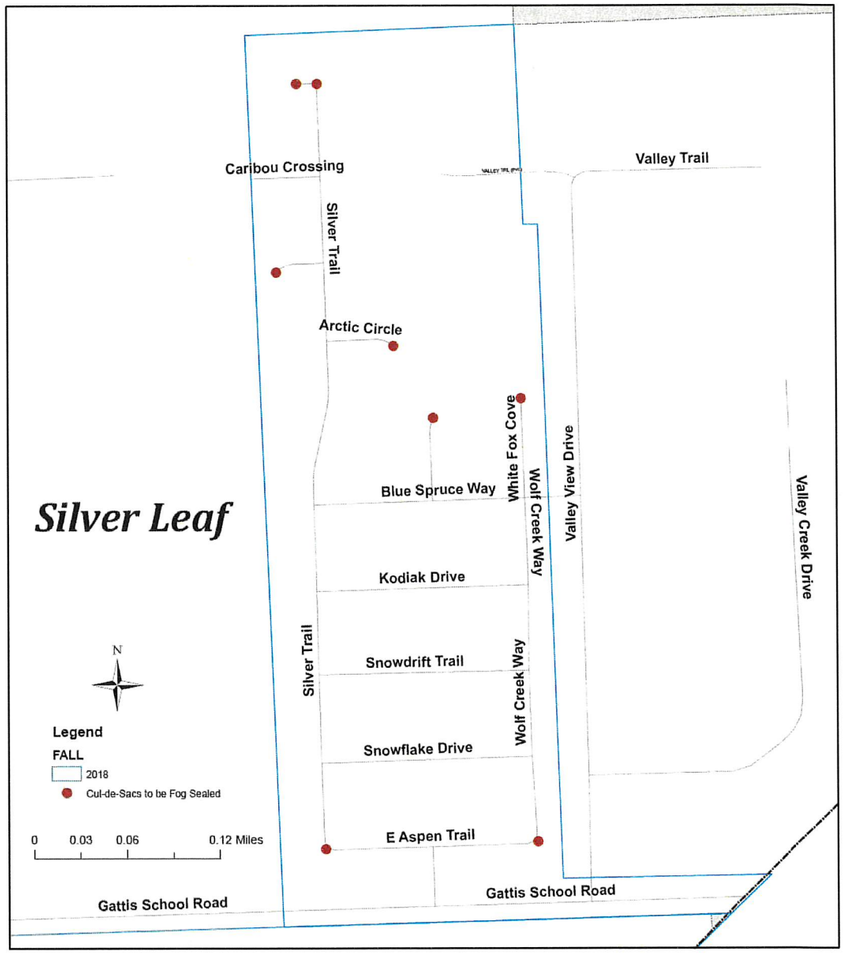
WILLIAMSON COUNTY 1848

PROJECT: FOG SEAL FALL 18
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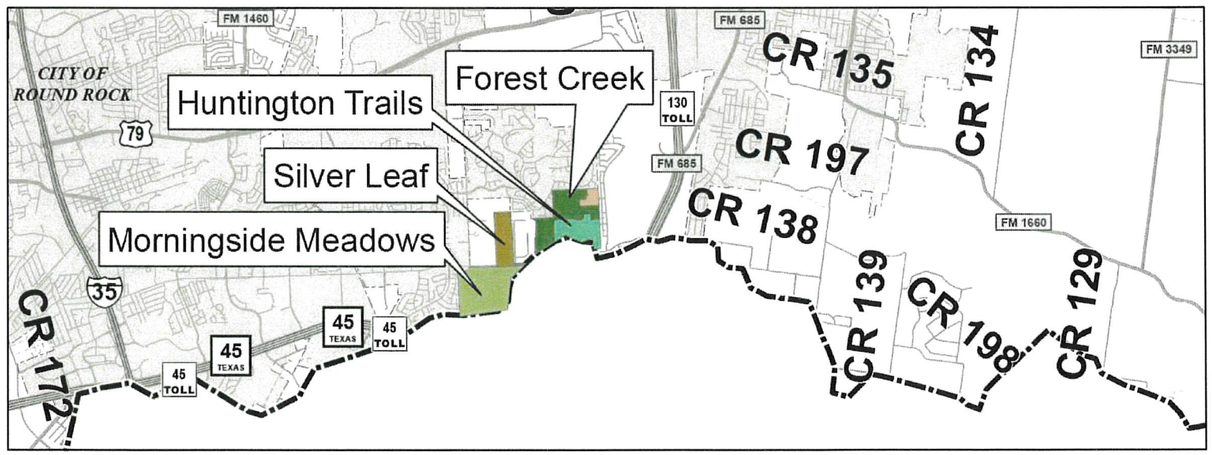
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5 OF 15





KEY MAP
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STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
10/04/2018

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CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

FOREST CREEK/
SILVER LEAF

WILLIAMSON COUNTY
TEXAS

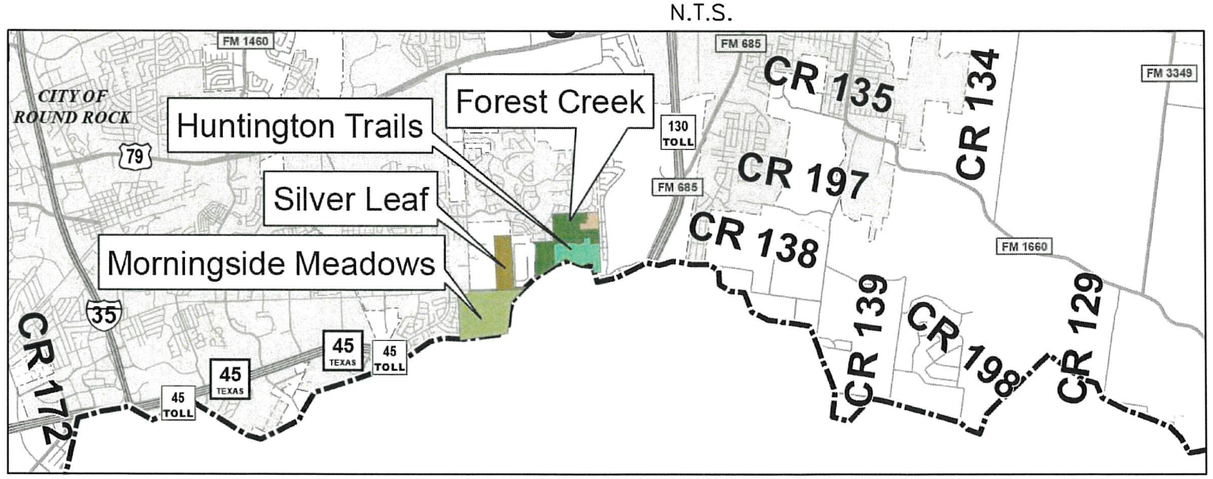
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WILLIAMSON COUNTY
DEPT. OF
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NO.	DESCRIPTION	BY	DATE

CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

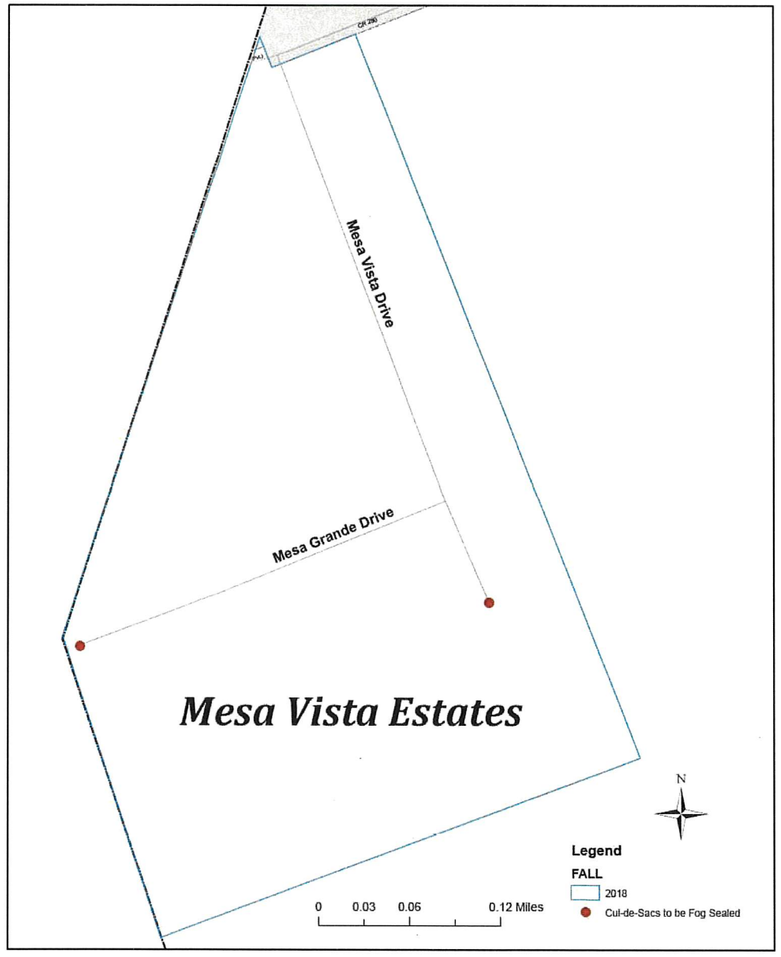
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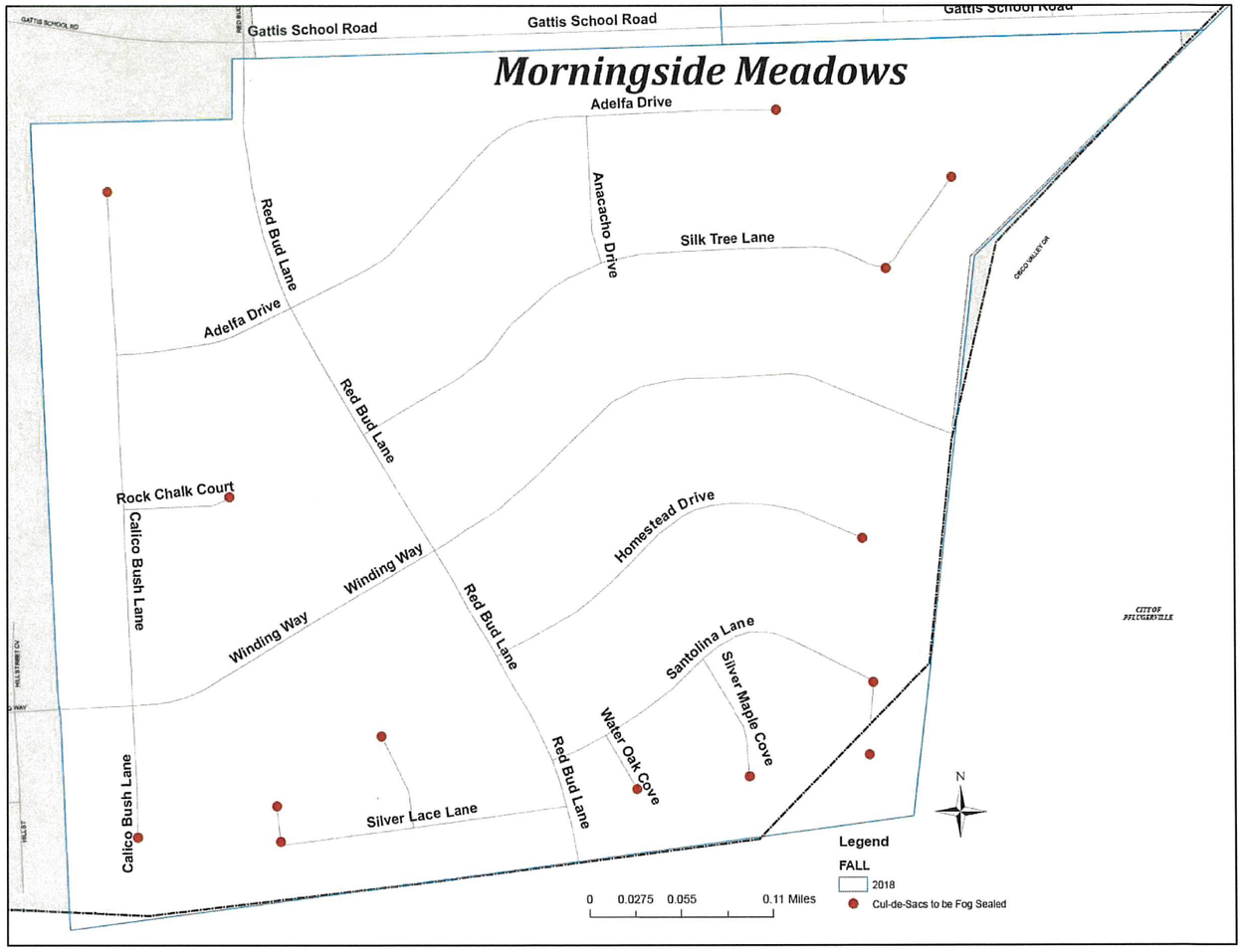
WILLIAMSON COUNTY TEXAS

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90584
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PROFESSIONAL ENGINEER
10/04/2018

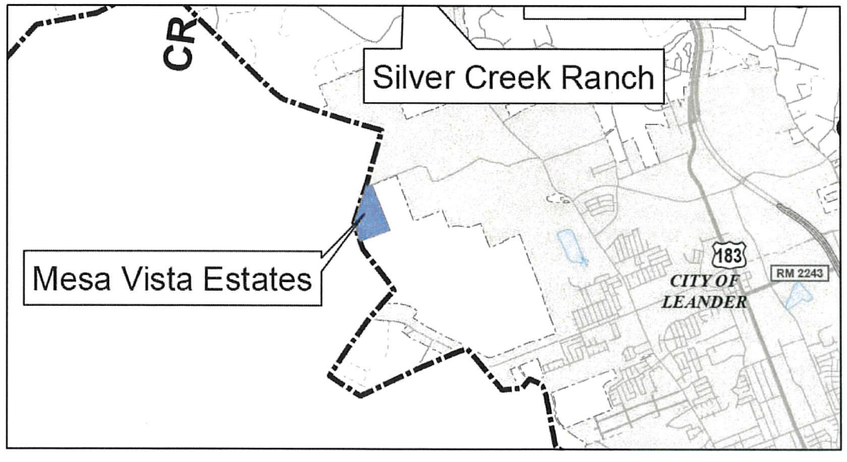
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DATE:	7/18/2018
DESIGNED:	AF
DRAWN:	AF
REVIEWED:	KQK

SHEET
7 OF 15

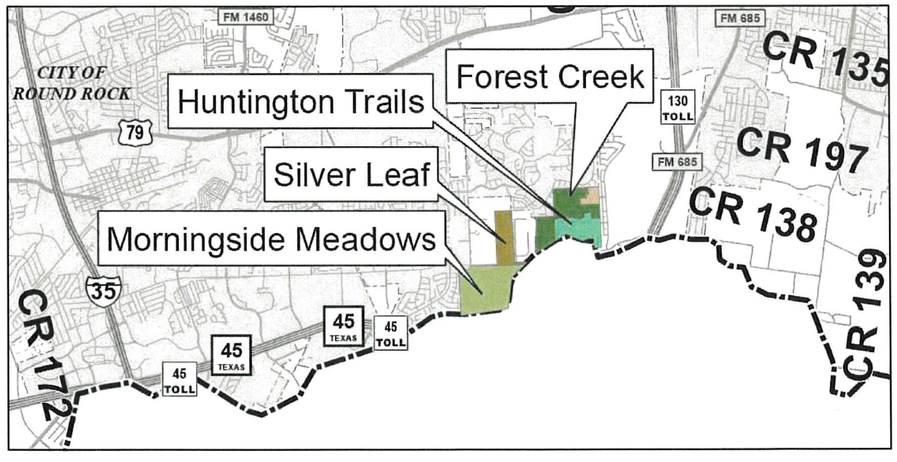




KEY MAP
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KEY MAP
N.T.S.



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FALL 2018

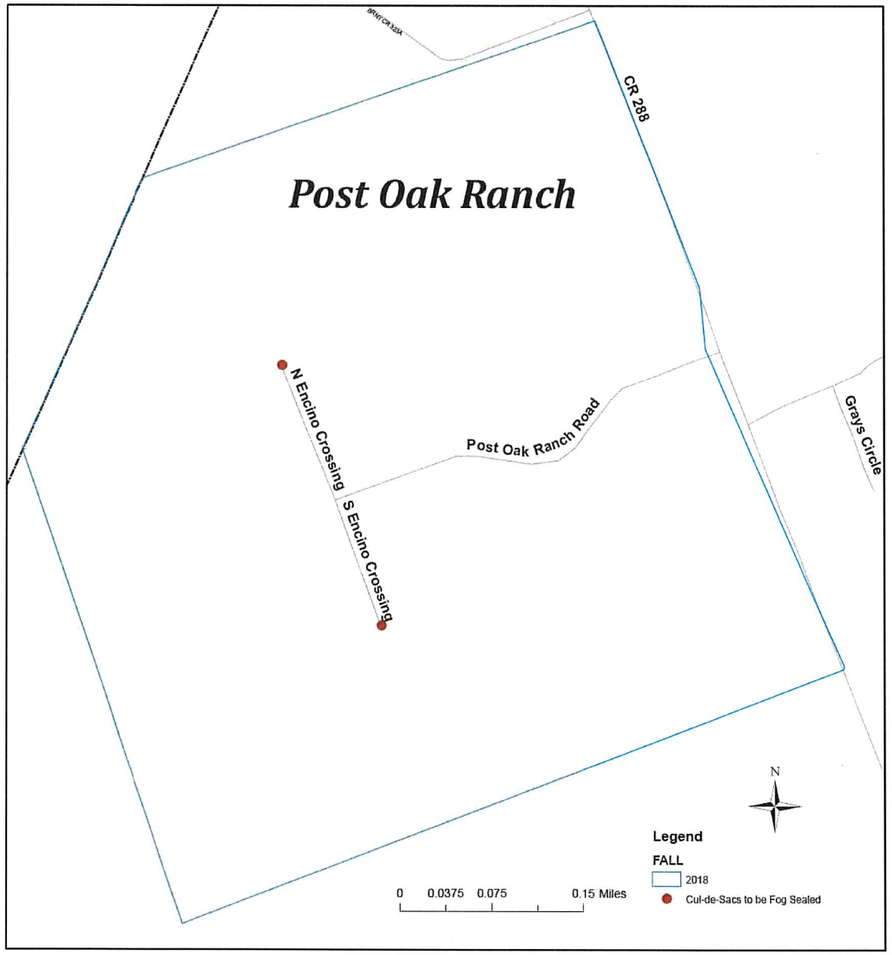
MESA VISTA ESTATES/
MORNINGSIDE MEADOWS

WILLIAMSON COUNTY

PROJECT: FOG SEAL FALL 18
DATE: 7/18/2018
DESIGNED: AF
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REVIEWED: KQK

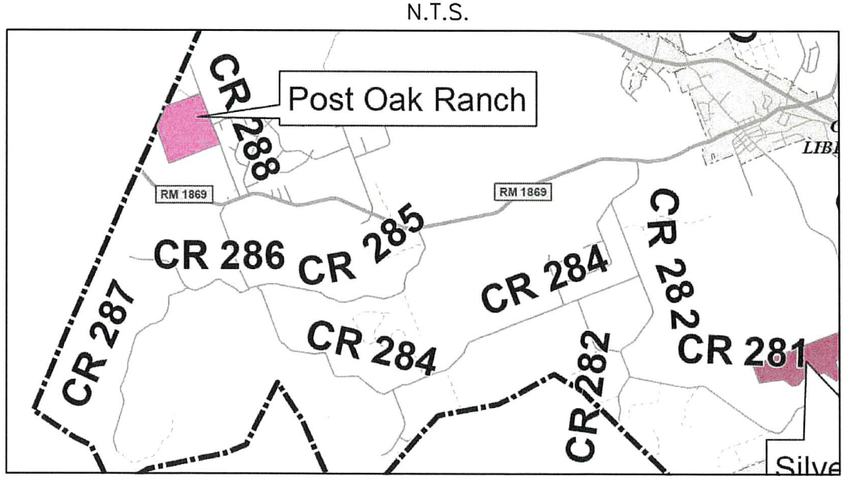
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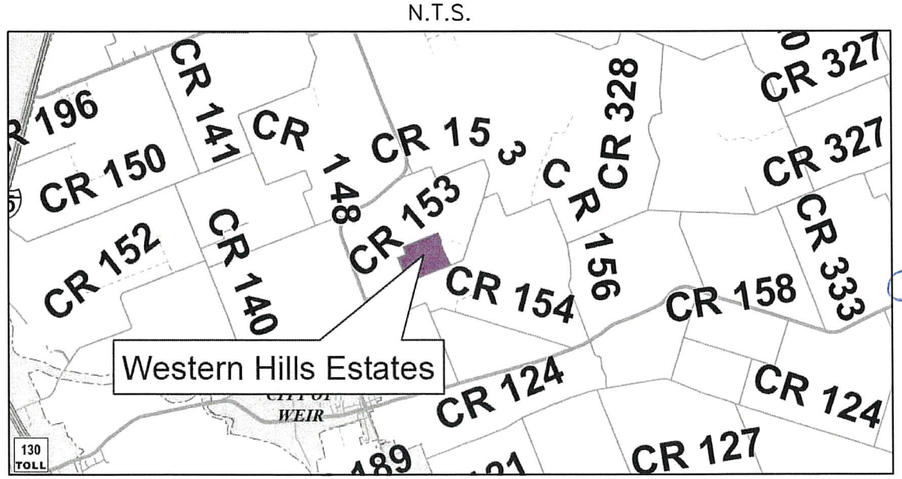




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FALL 2018

POST OAK RANCH/
WESTERN HILLS ESTATES

WILLIAMSON COUNTY TEXAS

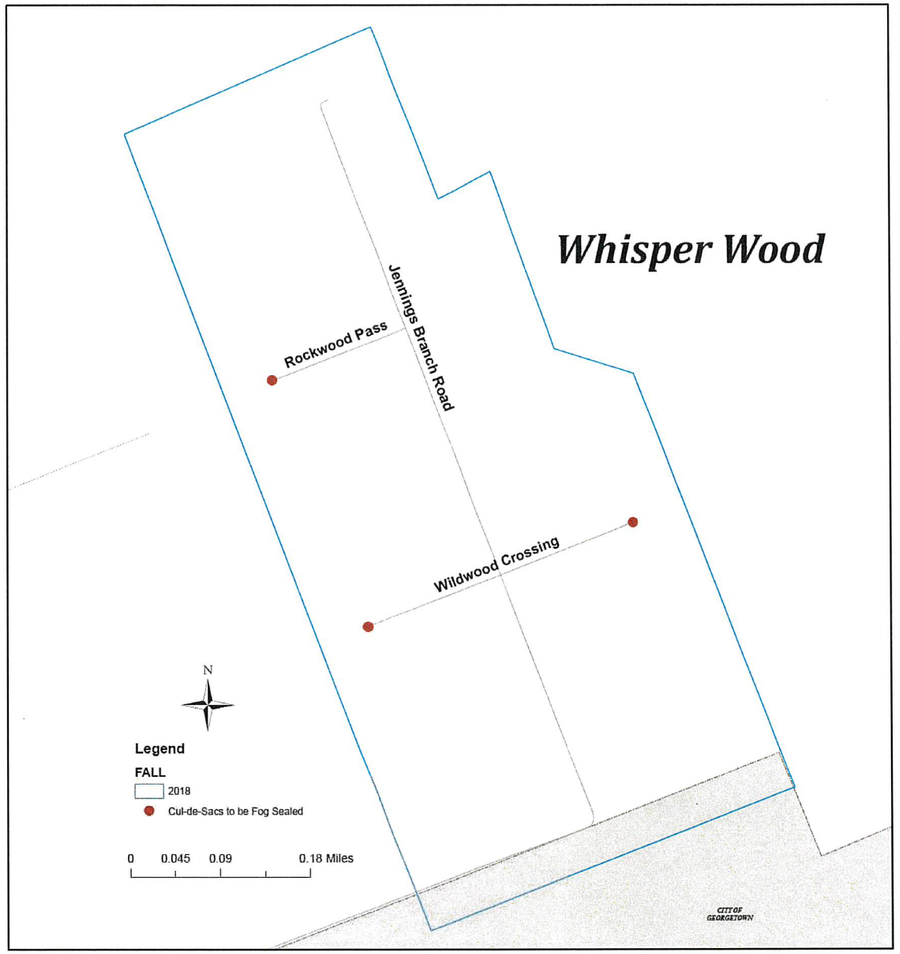
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SHEET

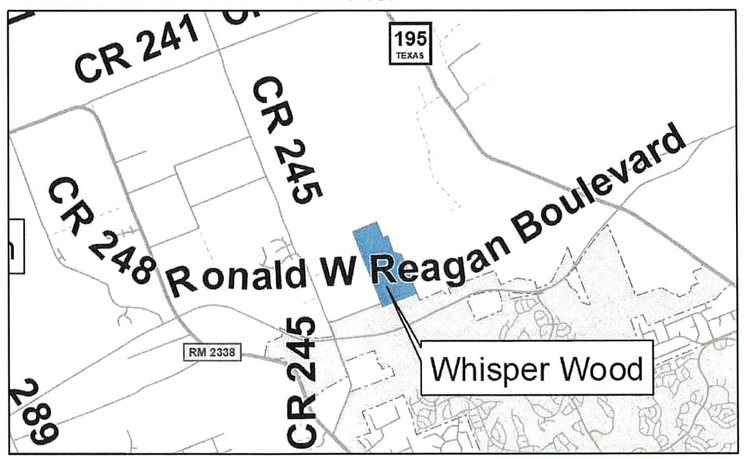
9 OF 15

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CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

WHISPER WOOD

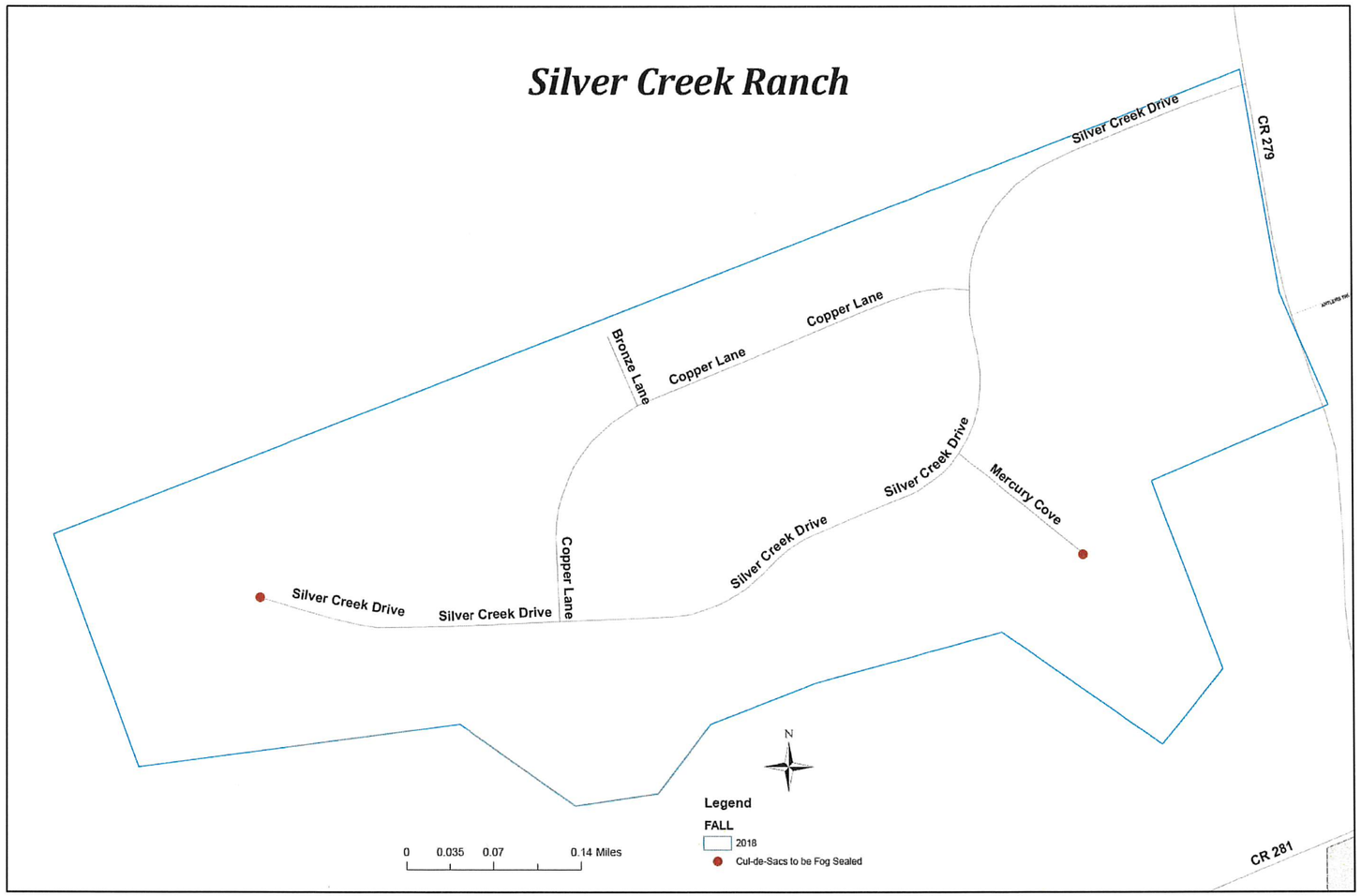
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PROJECT: FOG SEAL FALL 18
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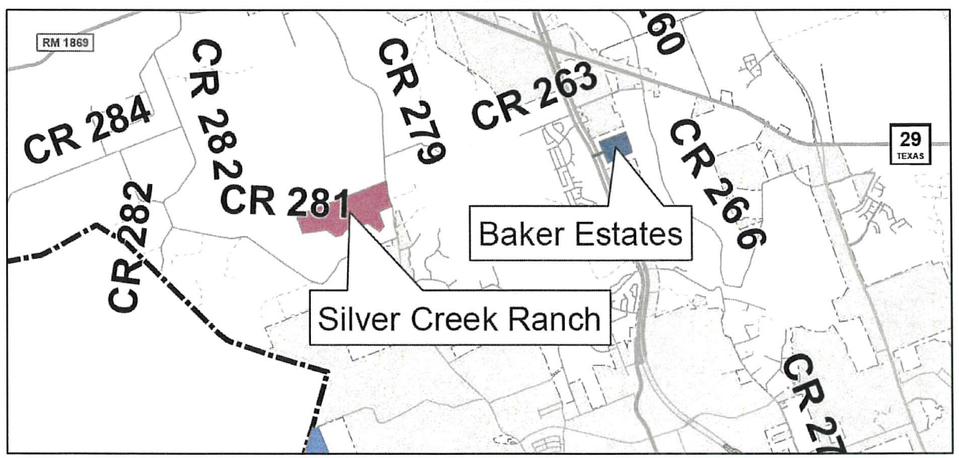
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Silver Creek Ranch



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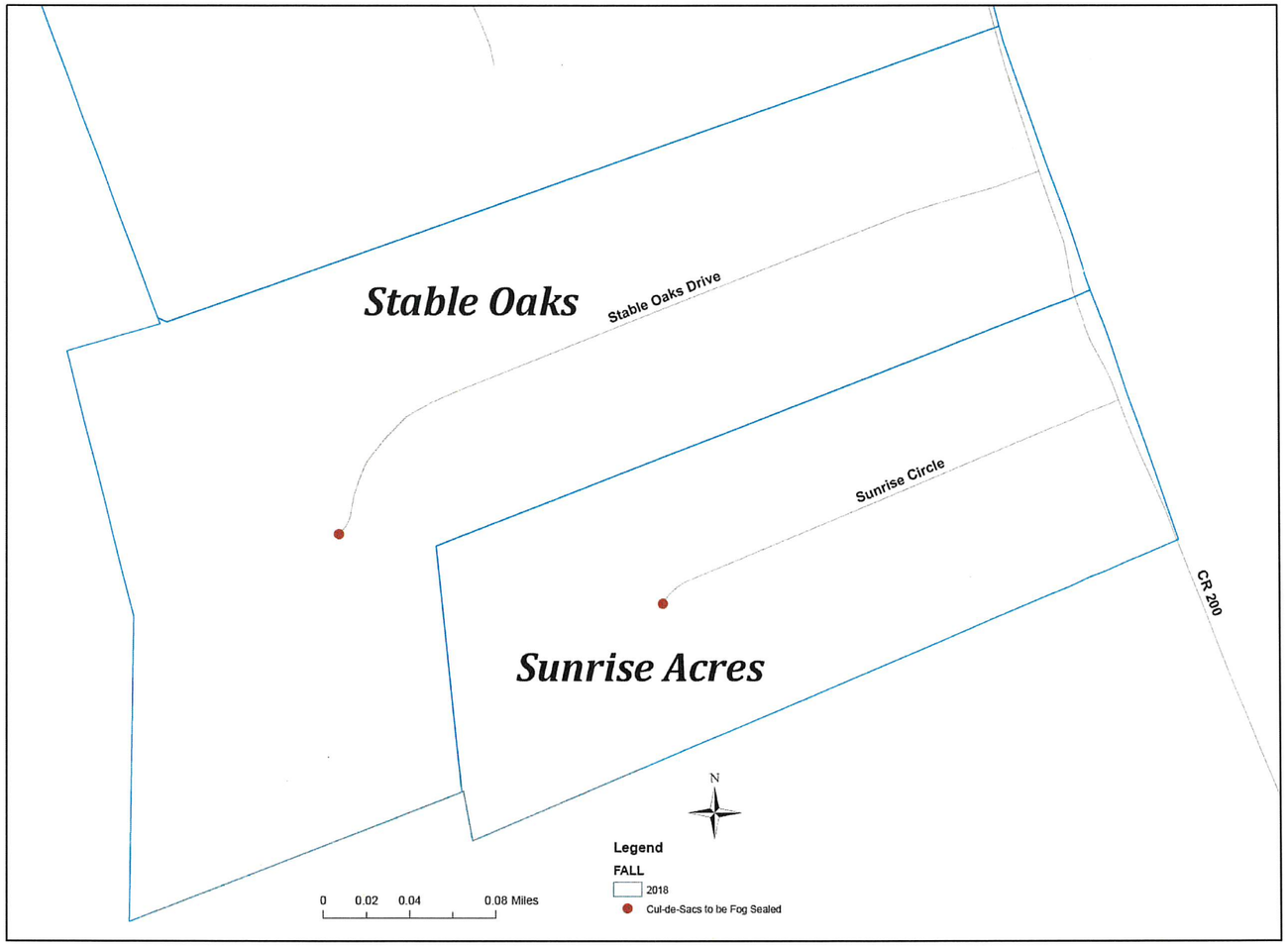
CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

SILVER CREEK RANCH

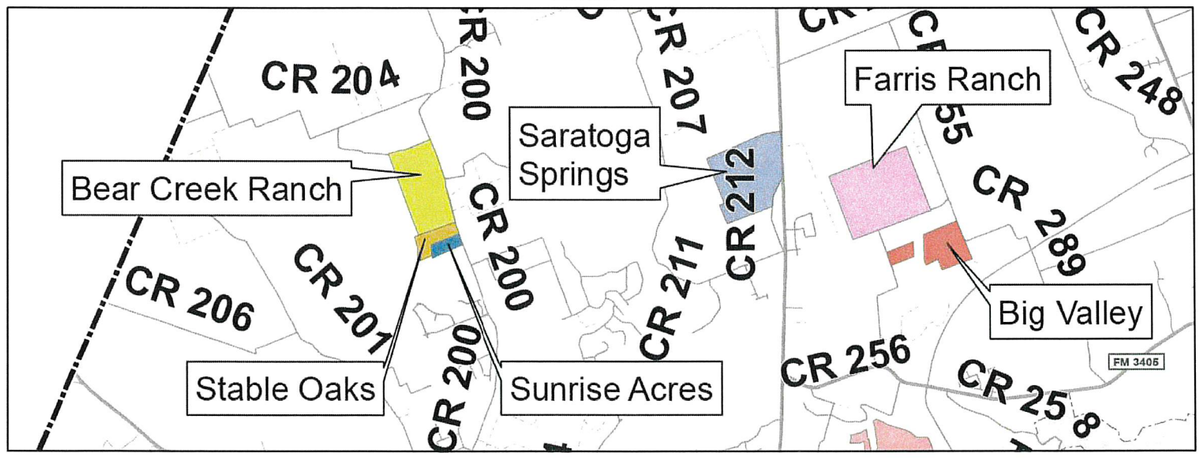
WILLIAMSON COUNTY 1848

PROJECT: FOG SEAL FALL 18
DATE: 7/18/2018
DESIGNED: AF
DRAWN: AF
REVIEWED: KQK

SHEET
11 OF 15



KEY MAP
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CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

STABLE OAKS/
SUNRISE ACRES

WILLIAMSON COUNTY TEXAS

PROJECT: FOG SEAL FALL 18
DATE: 7/18/2018
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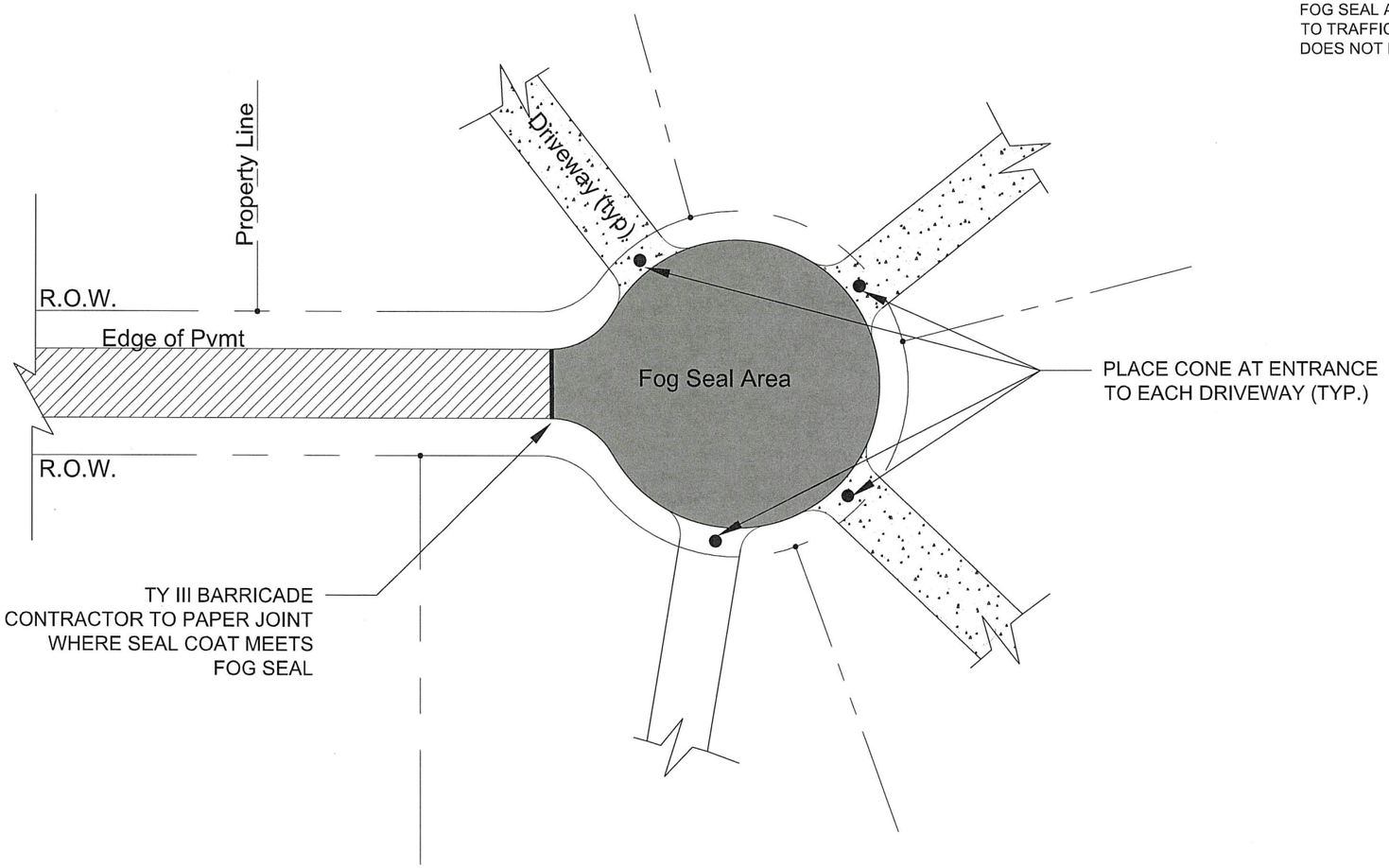
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12 OF 15

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NOTES:
1. THE DRIVEWAY(S) FOR EACH RESIDENCE IN THE CUL-DE-SAC SHALL HAVE CONES OR TY III BARRICADES PLACED TO REMIND RESIDENTS OF THE FOG SEAL WORK.

2. CONTRACTOR SHALL ASSIGN AT LEAST ONE COMPETENT EMPLOYEE TO EACH CUL-DE-SAC THAT HAS RECEIVED A FOG SEAL APPLICATION BUT HAS NOT YET BEEN OPENED TO TRAFFIC. THIS EMPLOYEE WILL ENSURE THAT TRAFFIC DOES NOT DRIVE ON THE NON-CURED FOG SEAL.



Fog Seal Limits in
Cul-de-sac Areas
NTS

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CUL-DE-SAC FOG SEAL
(CIMARRON HILLS)
FALL 2018

MISCELLANEOUS
DETAILS

WILLIAMSON COUNTY 1848

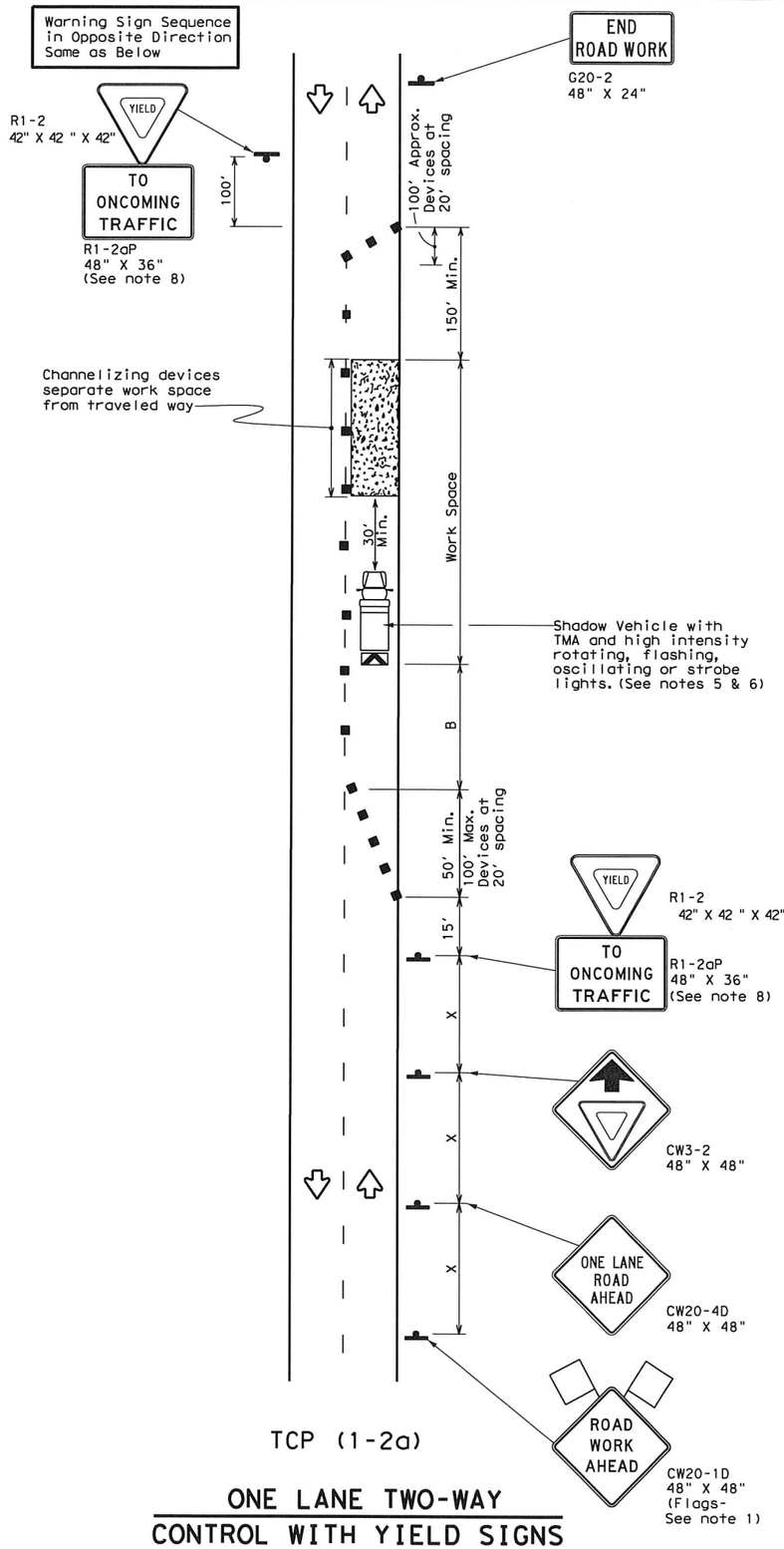
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13 OF 15

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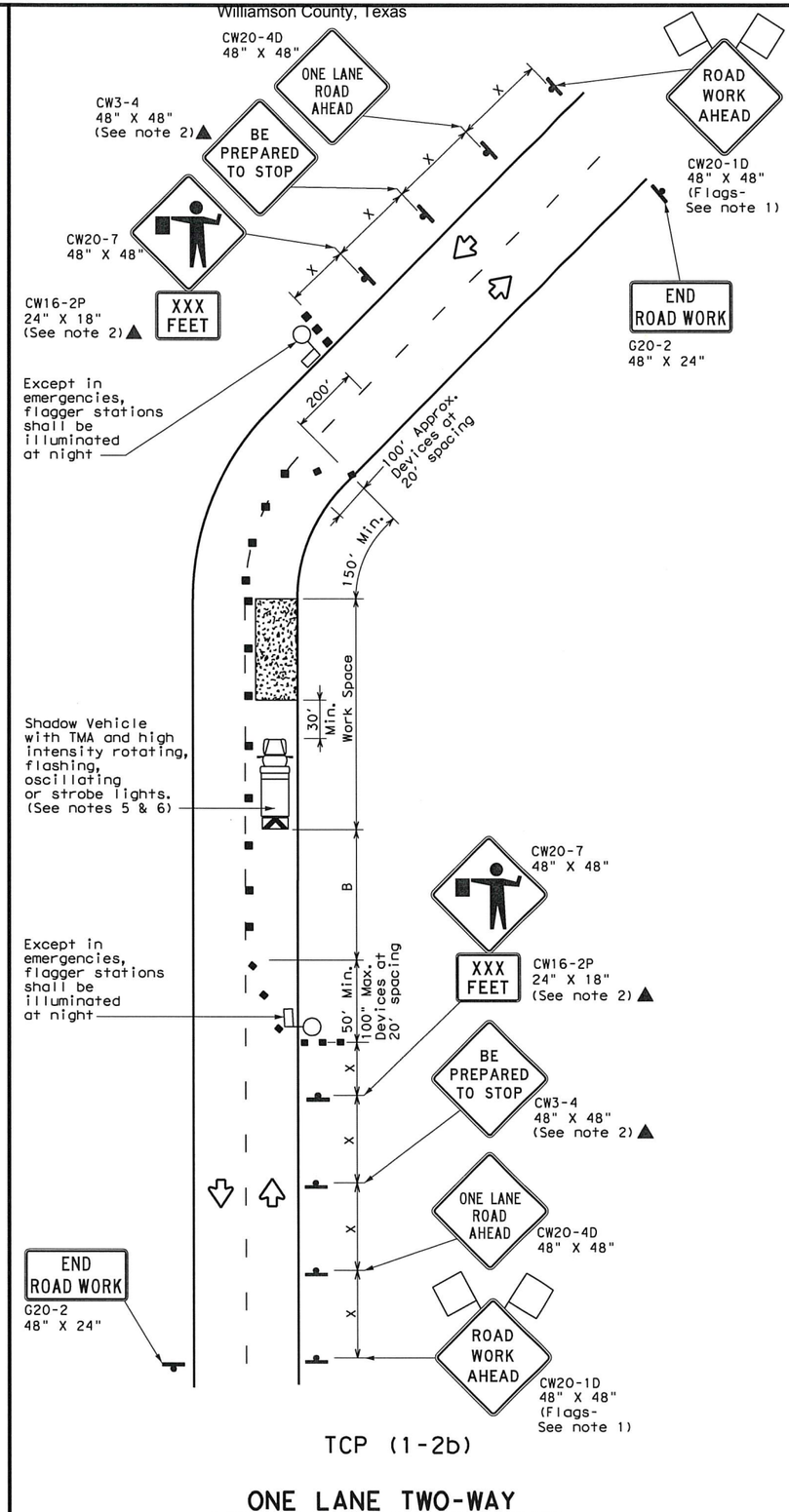


TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)

Williamson County, Texas



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

Bid 1810-268

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	(M)	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
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2-94 2-12	DIST	COUNTY		SHEET NO.
1-97 2-18				446

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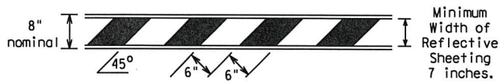
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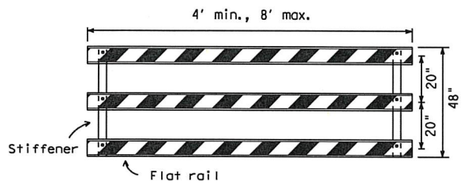
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



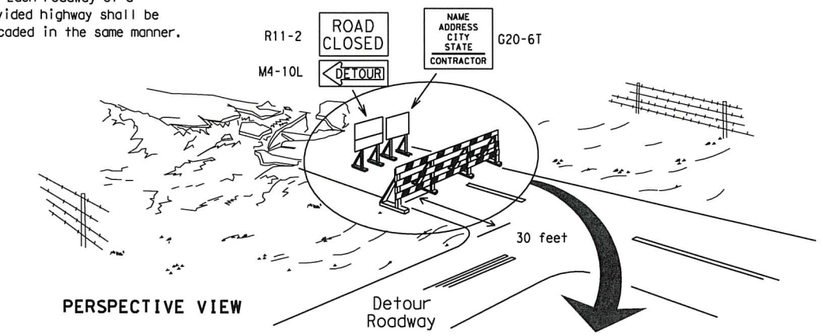
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

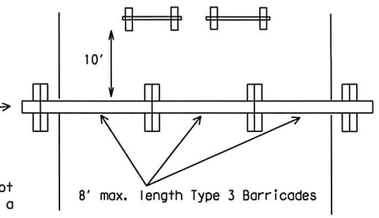
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

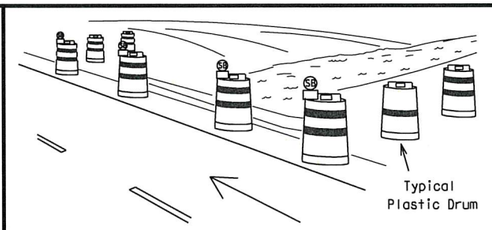
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

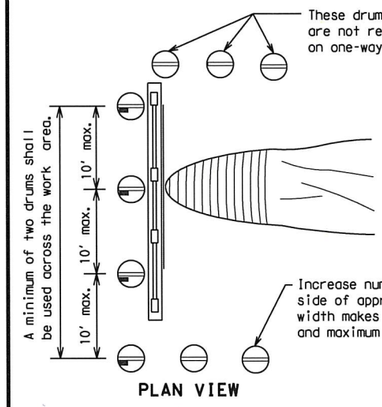
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

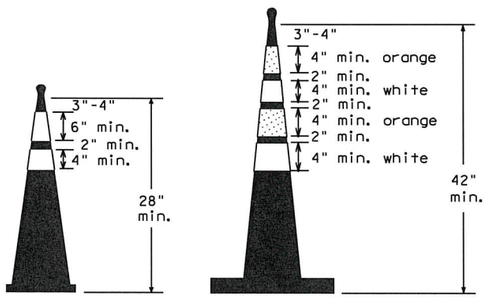
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

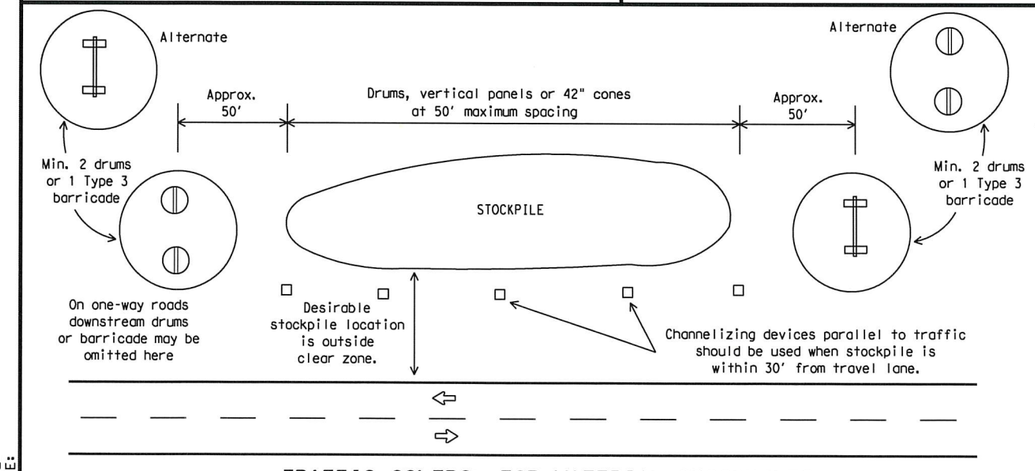
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

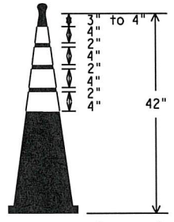
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 10

DATE: 10/10/2013 2:05 PM
FILE:

Bid Form Fall 2018 Fog Seal for Cul-de-Sacs (Cimarron Hills) Williamson County - Texas						
ITEM	**NO.**	**DESCRIPTION**	**UNIT**	**Estimated Quantity**	**Unit Price**	**Cost**
315	2010	Fog Seal	GAL	11,164		
500	2001	Mobilization	LS	1		
		PROJECT TOTAL				

General Notes and Technical Specifications

Cul-De-Sac Fog Seal

Definition of Terms

Fog Seal Season: October 1 through June 30.

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the attached invitation to bid.

Engineer: Williamson County Engineer, or designee.

Inspector: Engineer's designee assigned, full or part time, to the contractor's crew for the oversight of the work.

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

TxDOT: Texas Department of Transportation.

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty (20) working days.

Contractor shall not work after the ending of fog seal season (June 30), except with the approval of the Engineer.

The Contractor shall arrange the fog seal operation in such a manner as to avoid excessive inconvenience to the public.

Prior to commencing fog seal applications, all cul-de-sac residents shall be informed by the contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home within the next 3 hours. Contractor shall provide

the County with a background check on all persons the Contractor proposes to utilize in informing residents. No person with convictions, other than traffic violations, on their back ground check will be allowed to inform residents that the fog seal application is about to occur.

If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.

The Contractor shall not apply a fog seal the day before or on the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

Contractor shall provide a cul-de-sac by cul-de-sac schedule before any work shall begin.

Contractor shall not apply fog seal to more than 8 cul-de-sacs per crew in one working day.

Contractor shall not fog seal or apply asphaltic material to roadway surface before 9:00 am or after 2:00 pm, unless directed by the Engineer.

The County shall notify abutting property owners twice of upcoming fog seal operations by means of door hangers. The first door hanger will be distributed ten (10) to fourteen (14) days prior to fog seal application, while the second door hanger will be distributed two (2) days prior to fog seal application.

Contractor will coordinate daily with the County for a listing of cul-de-sacs that have received advanced notice of fog seal operations (door hangers). Contractor shall not begin fog seal operations on streets in which no advance notice has been provided to the residents.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Contractor shall cover up an entire vehicle where vehicles are parked within 30 feet of the fog seal operation.

Contractor is responsible for cleaning up any overspray fog seal material to curb/gutter or driveway.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Inspector.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

ITEM 300 – Asphalts, Oils, and Emulsions

Contractor shall use a Hard Residue Surface Sealant specialty emulsion for fog seal operations that meet requirements in Special Provision 300-003 (MOD).

SPECIAL PROVISION 300-03 (MOD)

Article 300.2.5., " Specialty Emulsions." Specialty emulsions shall be asphalt-based, must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

ITEM 315 – Fog Seal

315.1. Description. Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

315.2. Materials. Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions." Provide water free of industrial wastes and other objectionable matter.

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

315.3. Equipment. Provide applicable equipment in accordance with Article 316.3, "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

315.4. Construction. Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damped area; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to Item 315.

Fog seal shall only be applied in the following conditions: Pavement temperature is 60 degrees and rising not to exceed 130 degrees, air temperature is 60 degrees and rising not to exceed 90 degrees, and dew point separation is 15 degrees or more below the air temperature. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Application of the fog seal should be conducted using the distributor spray bars and nozzles to the extent possible. Except where absolutely necessary, hand or wand work shall not be utilized.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Use sufficient pressure to flare the nozzles fully.

Distribute material at the rate shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

Do not apply asphalt to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

315.5. Measurement. This Item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

315.6. Payment. The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.

ITEM 316 – Surface Treatments

316.3. Equipment.

A. Distributor. Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed. Stop application if asphalt application is not uniform due to streaking, ridging, formation of excess asphalt, or inability of asphalt to remain at applied location. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause for non-uniform application. If the cause is high or low viscosity of the emulsion, no further asphalt application will occur until material meeting the contract specifications is provided.

The Engineer may stop asphalt application and require test strips at the Contractor's expense if any of the following occurs: 1) non-uniformity continues after corrective action, 2) on three consecutive shots, application rate differs by more than 0.02 gallons per square yard from the desired rate, or 3) any shot differs by more than 0.04 gallons per square yard from the desired rate.

1. **Transverse Variance Rate.** When a transverse variance rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more of asphalt material by volume than the nozzles over the wheel paths.

2. **Calibration.**

   a. **Transverse Distribution.** Furnish a distributor test report, no more than 1 yr. old, documenting that the variation in output for individual nozzles of the same size does not exceed 10% when tested at the greatest shot width in accordance with Tex-922-K, Part III.

   Include the following documentation on the test report:

   - the serial number of the distributor,
   - a method that identifies the actual nozzle set used in the test, and
   - the fan width of the nozzle set at a 12-in. bar height.

   When a transverse variance rate is required, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new

test report.

b. **Tank Volume.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

   Calibrate the distributor within the previous 5 years of the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

ITEM 502 Barricades, Signs, and Traffic Handling

This item will not be paid for directly but shall be considered subsidiary to various bid items.

Contractor shall provide all traffic control measures to prosecute the work.

The driveway(s) for each residence in the cul-de-sac shall have cones or TY III barricades placed to remind residents of the fog seal work.

Contractor shall assign at least one competent employee to each cul-de-sac that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal.

Traffic control suitable methods shall be used by the Contractor to protect the fog seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the Work. The Engineer shall be notified of the methods to be used.

In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the fog seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a fog seal and should be accepted.

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to Bid Item emulsified fog seal.

Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B.

Limiting access to all side streets and driveways shall be minimized to the extent possible.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to ensure compliance with the TCP.

WILLIAMSON COUNTY

GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

( ) REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 315 FOG SEAL (300)(316)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 662 WORK ZONE PAVEMENT MARKINGS
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (678)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES:

SPECIAL PROVISION TO ITEM 300 (300---003) (MOD)
SPECIAL PROVISION TO ITEM 300 (300---009)

Special Provision to Item 300
Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.5., "Specialty Emulsions." The first sentence is voided and replaced with the following:

Specialty emulsions shall be either asphalt-based, and must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

Section 300.2.5., "Specialty Emulsions," is supplemented by the following:

Table 11A
Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53[1]	250	--
Uniformity	D 2939	Pass[2]	
Resistance to heat	D 2939	Pass[3]	
Resistance to water	D 2939	Pass[4]	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional)[5]	D 2939	Pass[6]	
Ultraviolet exposure, UVA-340, 0.77 W/m^2, 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure[7]	G 154	Pass[8]	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation: Penetration, 77°F, 100 g, 5 sec. Flash point, Cleveland open cup, °F	 T 49 T 48	 15 500	 30
Tests on base asphalt before emulsification Solubility in trichloroethylene, %	 T 44	 98	 --

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 300.2., "Materials." The first paragraph is voided and replaced by the following.

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

Section 300.2.10. "Performance-Graded Binders," is supplemented by the following:

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

Limit the use of re-refined engine oil bottoms to no more than 5.0% by weight of the asphalt binder.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame of twenty (20) days (fifteen (15) to substantial completion / twenty (20) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200 per working day.

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than $50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract**. **Bid guarantees must be submitted in the same sealed envelope with the Bid**. Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost.** This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

1.7 Insurance Requirements

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

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

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

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$2,000,000	

Successful Bidder’s property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

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

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and «Contractor_Name» ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the bid Solicitation # 1810-268, Fall 2018 Fog Seal (Cimarron Hills); including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of «Amount_Typed» ($«Amount_Numerical») in accordance with the terms and conditions of this Agreement.

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

As described in the bid Solicitation # 1810-268, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

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

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

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

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

ARTICLE 8 INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.3 Policies must include the following clauses, as applicable.

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

8.1.4 Workers' Compensation Insurance Coverage:

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

a. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2 INDEMNITY.

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

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

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

ARTICLE 9 BONDS

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

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

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

ARTICLE 10 TERMINATION

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Question and Answers for Bid #1810-268 - Fall 2018 Fog Seal (Cimarron Hills)

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

Commissioners Court - Regular Session **45.**

Meeting Date: 10/16/2018

Approving 1st Ammendment to AE Services Agreement KGA Architects

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 1st amendment to the Architectural and Engineering Services Agreement between Williamson County and KGA Architecture, Inc. approved on 8/21/2018 under RFQ #1706-171, and authorizing execution of the amendment.

Background

This amendment is adding Exhibit D - Rate Schedule to the contract. This amendment does not affect the original contract amount or make any other changes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:11 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Thomas Skiles		Started On: 10/11/2018 07:45 AM
Final Approval Date: 10/11/2018		

AMENDMENT NO. 1
TO
AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

Project: Williamson County Inner Loop Annex Renovations

THIS AMENDMENT NO. 1 to the Agreement for Architectural and Engineering Services is by and between **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County") and **KGA Architecture, Inc.** (the "A/E") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the A/E executed an Agreement for Architectural and Engineering Services dated effective August 22, 2018 (the "Agreement");

WHEREAS, pursuant to the terms of the Agreement, the Agreement may be modified by a written fully executed amendment;

WHEREAS, the A/E would like to amend Exhibit D – Rate Schedule to include the rates for a subconsultant used by A/E in relation to the Project; and,

WHEREAS, it has become necessary to amend the Agreement to reflect the parties' agreement;

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is amended as follows:

1. Exhibit D – Rate Schedule of the Agreement is hereby amended to include the rates of A/E's sub-consultant, Baer Engineering and Environmental Consulting, Inc., which are set out Attachment 1 and incorporated herein by reference.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 1 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No. 1 are the valid, binding and enforceable obligations of such party.

3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:	**KGA ARCHITECTURE, INC.:**
By: _____	By: _____
Signature	Signature
Richard Romito	_____
Printed Name	Printed Name
Partner	_____
Title	Title
10/08 ____, 2018	_____ ____, 20___
Date	Date

ATTACHMENT 1

Thomas M. Baer, P.E.

Baer Engineering
and Environmental Consulting, Inc.

October 8, 2018

2018 FEE SCHEDULE

		Hourly Rate
ENGINEERING AND ENVIRONMENTAL		
Principal	Engineer, Scientist, Consultant, Project Manager	$168.76
"	Geologist, Certified Hazardous Materials Manager	$172.71
Senior	Archaeologist	$168.76
"	LEED AP	$166.21
"	Biologist, Engineer, Scientist, Geologist	$152.76
Project	Engineer	$160.82
"	Biologist, Scientist, Geologist, Archaeologist	$135.95
Staff	Engineer	$151.40
"	Biologist, Scientist, Geologist, Archaeologist	$133.84
Field	Engineer	$140.70
"	Biologist, Scientist, Geologist, Archaeologist	$105.54
"	Technician	$82.15
	Engineer in Training	$115.12
INDUSTRIAL HYGIENE		
	Certified Industrial Hygienist	$168.76
	Project Manager	$134.16
	Asbestos Individual Consultant	$156.39
	Asbestos Project Manager/Air Monitoring Technician	$120.78
	Asbestos/Lead Inspector	$106.93
	Lead Project Designer	$156.39
	Lead Risk Assessor	$120.78
	Field Technician	$82.15
ADMINISTRATIVE AND TECHNICAL SUPPORT		
CADD Operator/Drafter		$81.59
GIS		$98.15
Administrative Assistant		$78.19

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

Time spent on projects in litigations, in depositions, and providing expert testimony will be charged at the standard rate times: 1.5

Technician and Support Personnel time for work over 8 hours per day and on holidays, Saturday and Sunday will be charged at the standard rate times: 1.5

EXPENSES

Company/personal vehicle travel expenses, per mile: .545

Per Diem expenses when required to remain overnight outside Austin metropolitan area, and common carrier or car rental costs will be charged at cost.

Special equipment or supplies, laboratory charges, permits, shipping charges, special printing or other items not customarily provided by Baer Engineering will be charged at cost.

Equipment Rates

Ford E150	$150/day
Mercury Mariner	$100/day
Garmin GPS	$ 50/day
Niton Lead Surveyor	$325/day
Fluke Thermal Imager	$350/day
MultiRAE-Plus Meter (LEL, O2, PID)	$100/day
Borescope	$ 50/day
Delmhorst Moisture Meter	$ 50/day
TSI Q-Trak IAQ Meter	$ 50/day
Infocus Projector	$ 50/day
Camera	$ 25/day
iPad	$ 40/day
Laptop Computer	$ 25/day

Microscope	$ 25/day
Smoke Generator	$ 25/day
Cone Penetrometer	$ 25/day
Low Volume Pump	$ 10/day
Personal Sampling Pump	$ 10/day
IR Thermometer	$ 10/day
Range Finder	$ 10/day
Measuring Wheel	$ 10/day
Soil Auger	$ 10/day
Interface Probe	$ 10/day
Ladder	$ 10/day

Minimum charge: ½ of full day rate

NOTE: Expenses incurred in the performance of services for Williamson County shall be paid in accordance with the Williamson County Vendor Reimbursement Policy. To the extent any of the above expenses conflict with the Williamson County Vendor Reimbursement Policy, the Williamson County Vendor Reimbursement Policy shall control. Invoices requesting reimbursement for costs and expenditures related to a Williamson County Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed without mark-up.

Commissioners Court - Regular Session **46.**

Meeting Date: 10/16/2018

Amendment to the current agreement between Pictometry and Williamson County dated June 15, 2016

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on amending the current agreement between Pictometry International Group and Williamson County to reduce the cost of aerial imagery collection through cost sharing, and authorizing the execution of the agreement.

Background

The proposed amendment will allow the county to save the cost of the aerial imagery collection since the counties area of interest will be collected by another agency. Adding the amendment to our current contract will save the County an estimated $7,000 over the next two years of the contract. George Strebel is the Point of Contact, the funding source approved: Proj 366P; Award 366A; Task 3.1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment to Agreement 10.11.18

Original Agreement

Original License Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	10/11/2018 09:15 AM
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Johnny Grimaldo		Started On: 10/11/2018 09:02 AM
Final Approval Date: 10/11/2018		

DocuSign Envelope ID: 5CCEF1F1-9F2F-4651-9268-B4AB74BA2784

AMENDMENT TO AGREEMENT DATED JUNE 15, 2016 BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND WILLIAMSON COUNTY, TX ("CUSTOMER")

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated June 15, 2016 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

   Section A: Product Descriptions, Prices and Payment Terms
   Sector Maps (3)

2. MODIFICATIONS TO AGREEMENT:
   a. As of the Effective Date of this Amendment, the products, product parameters, and payment terms pertaining to the Third and Fourth Projects set forth in the Agreement are deleted in their entirety and replaced with the the products, product parameters, and payment terms set forth in Section A of this Amendment.

   b. The Sector Maps attached to this Amendment shall be added to the Agreement.

   c. Upon execution of this Amendment, Customer requests that Pictometry commence the Third Project (as modified by this Amendment) subject to the terms and conditions of the Agreement.

   d. Notwithstanding anything herein to the contrary, Pictometry's obligation to provide the Existing Imagery and associated mosaic and tile products set forth in Section A of this Amendment is contingent upon Pictometry completing image captures for William Central Appraisal District and Travis Central Appraisal District. In the event that Pictometry does not complete these image captures, it is under no obligation to provide the Existing Imagery and associated mosaic and tile products set forth in this Amendment.

   e. All other terms and conditions set forth in the Agreement not expressly modified by this Amendment shall remain in full force and effect.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, TX 78626	Rochester, NY 14623
Attn: George Strebel, GIS Manager	Attn: General Counsel
Phone: (512) 943-1474	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

[Signature page follows]

DocuSign Envelope ID: 5CCEF1F1-9F2F-4651-9268-B4AB74BA2784

PARTIES:

CUSTOMER	PICTOMETRY
WILLIAMSON COUNTY, TX	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:** DocuSigned by: Brian Brockmann 919C59280FF1419...
NAME:	**NAME:** Brian Brockmann
TITLE:	**TITLE:** Corporate Vice President
DATE:	**EXECUTION DATE:** 10/10/2018
	DATE OF RECEIPT (EFFECTIVE DATE):

DocuSign Envelope ID: 5CCEF1F1-9F2F-4651-9268-B4AB74BA2784

SECTION A PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C184260

BILL TO
Williamson County, TX
George Strebel, GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel, GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	MThom	

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$180.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$18.00
11	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00

DocuSign Envelope ID: 5CCEF1F1-9F2F-4651-9268-B4AB74BA2784

11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
9	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
316	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
316	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
316	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
902	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
902	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$10.00	$0.00 (100%)	$0.00
902	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50	$0.00 (100%)	$0.00
				SUBTOTAL – THIRD PROJECT	$2,609.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through	$750.00	$562.50 (25%)	$562.50

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		this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$180.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$18.00
11	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
9	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
316	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
316	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
316	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
902	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.	$0.00		$0.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
902	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$10.00	$0.00 (100%)	$0.00
902	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.50	$0.00 (100%)	$0.00
				SUBTOTAL – FOURTH PROJECT	$2,609.50

[1]Amount per product = ((1-Discount %) * Qty * List Price)

The following are modifications to the standard product specifications for products listed above:

Existing Imagery to be provided is shown on the Sector Map attached to this Agreement.

FEES; PAYMENT TERMS

Paragraph 5 of Section C: Non-Standard Terms and Conditions of the Agreement (Payment Pursuant to Texas Government Law) shall be incorporated herein as if copied in full.

THIRD PROJECT

Due at Initial Shipment of Imagery	$397.00
Due at Activation of Online Services	$2,212.50
Total Payments	**$2,609.50**

FOURTH PROJECT

Due at Initial Shipment of Imagery	$397.00
Due at Activation of Online Services	$2,212.50
Total Payments	**$2,609.50**

PRODUCT PARAMETERS

THIRD PROJECT
IMAGERY

Product:	**Existing Imagery**
Leaf:	Leaf Off: Less than 30% leaf cover

CONNECT

Product:	**Pictometry Connect - CA - 50**
Admin User Name:	George Strebel
Admin User Email:	gstrebel@wilco.org
Geofence:	TX Williamson (Primary Geofence)

Product:	**Pictometry Connect View - CA**
Admin User Name:	George Strebel
Admin User Email:	gstrebel@wilco.org
Geofence:	TX Williamson (Primary Geofence)

FOURTH PROJECT
IMAGERY

Product:	**Existing Imagery**
Leaf:	Leaf Off: Less than 30% leaf cover

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CONNECT

Product:	**Pictometry Connect - CA - 50**
Admin User Name:	George Strebel
Admin User Email:	gstrebel@wilco.org
Geofence:	TX Williamson (Primary Geofence)

Product:	**Pictometry Connect View - CA**
Admin User Name:	George Strebel
Admin User Email:	gstrebel@wilco.org
Geofence:	TX Williamson (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

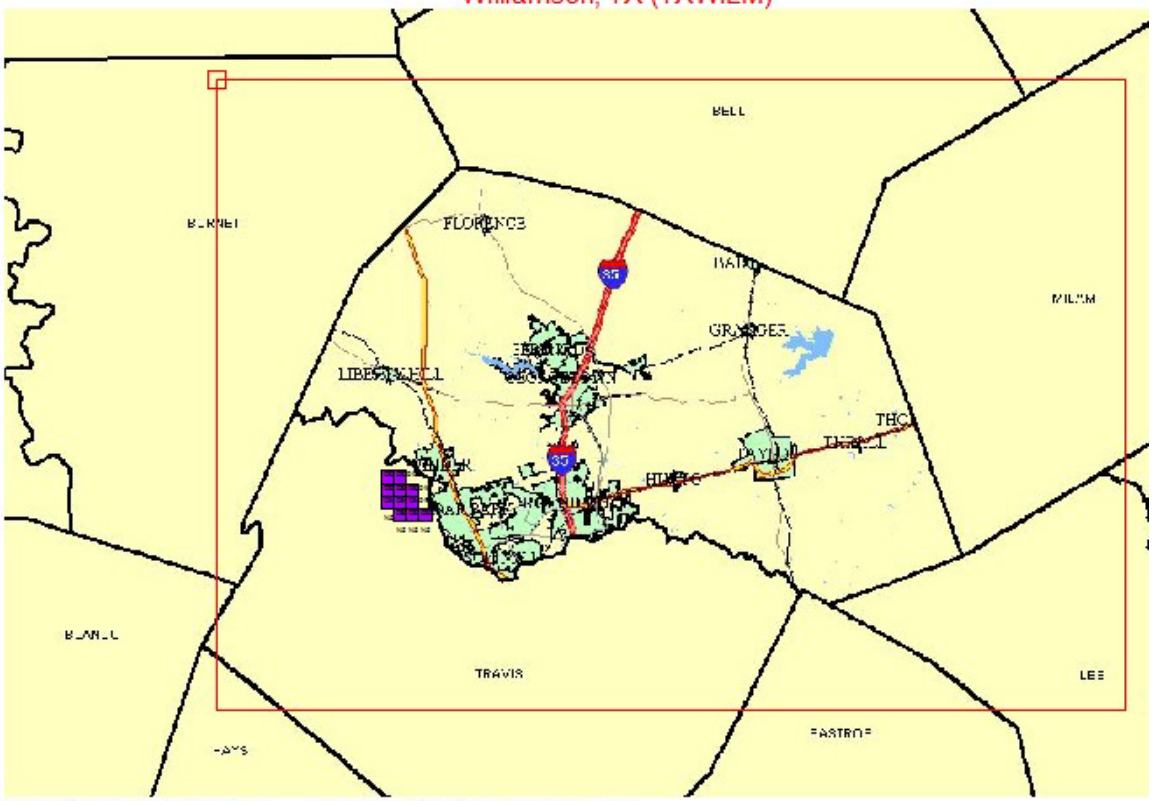
i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

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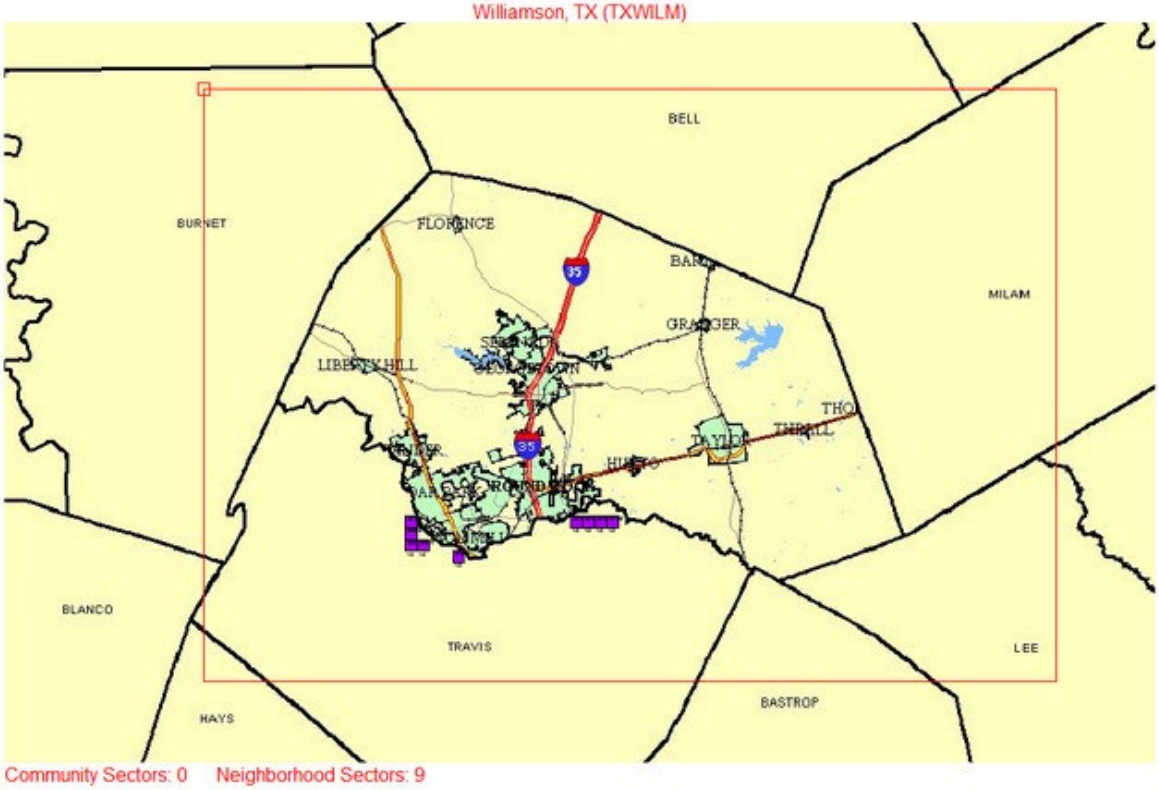
SECTOR MAPS (3)

Williamson, TX (TXWILM)



Community Sectors: 0 Neighborhood Sectors: 11

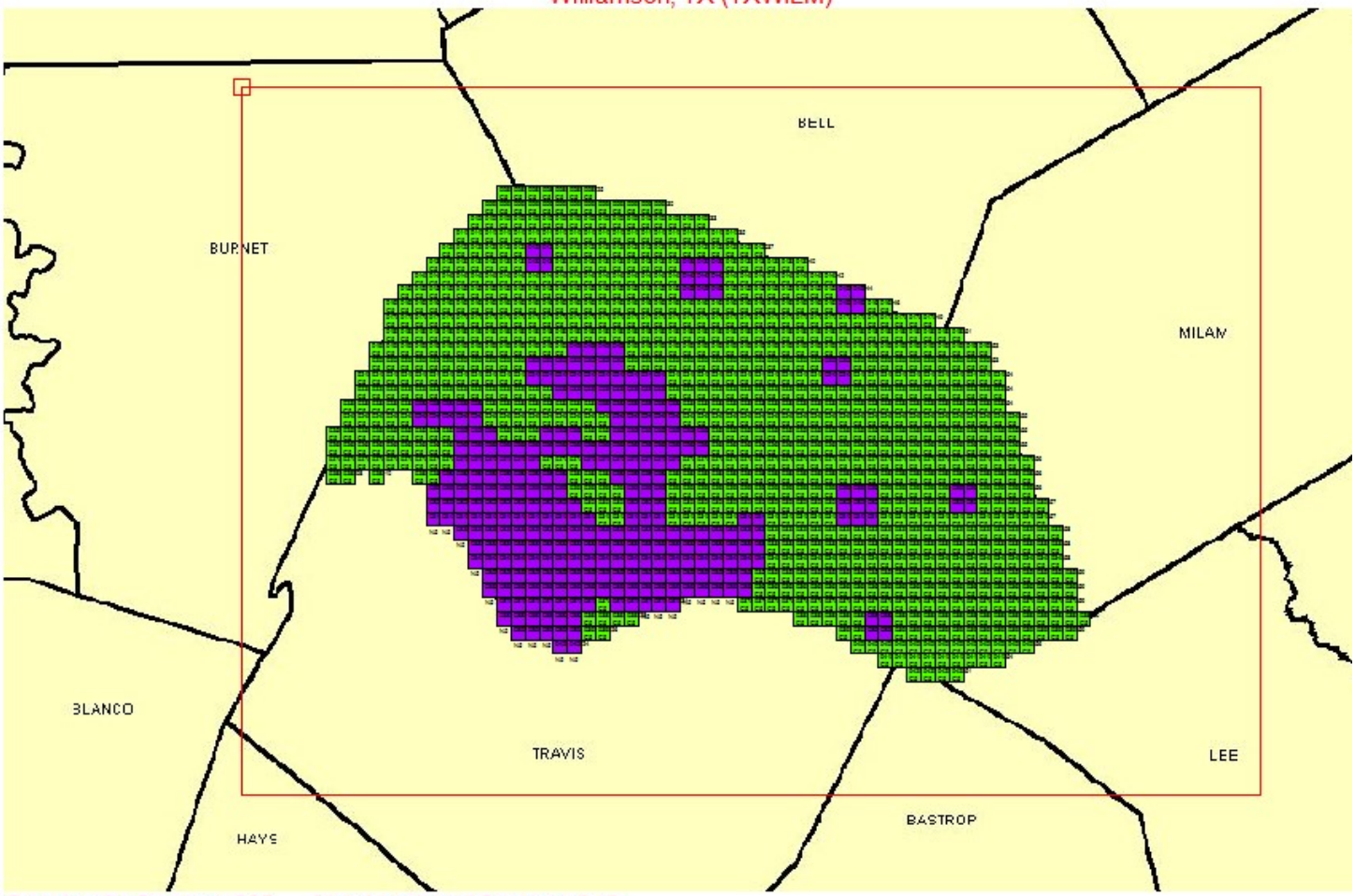
Williamson, TX (TXWILM)



Community Sectors: 0 Neighborhood Sectors: 9

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Williamson, TX (TXWILM)



Community Sectors: 902 Neighborhood Sectors: 316

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND WILLIAMSON COUNTY ("Customer")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, Texas 78626	Rochester, NY 14623
Attn: George Strebel, GIS Manager	Attn: Contract Administration
Phone: (512) 943-1474 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
WILLIAMSON COUNTY	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME: Dan A Gattis	**NAME:** Linda R. Salpini
TITLE: County Judge	**TITLE:** Senior Vice President, Finance
DATE: 06-09-2016	**EXECUTION DATE:** 4/26/16
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C184260

BILL TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	MThom	Annual

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along	$0.00		$0.00

		with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$6,164.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – SECOND PROJECT	$6,164.50

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line:	$450.00	$405.00 (10%)	$3,645.00

		0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.			
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – THIRD PROJECT	$6,164.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this	$750.00	$562.50 (25%)	$562.50

		product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)			
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FOURTH PROJECT	$6,164.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$24,658.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

SECOND PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

THIRD PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

FOURTH PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – SECOND PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – THIRD PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – FOURTH PROJECT

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – SECOND PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – THIRD PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – FOURTH PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: TX Williamson (Primary)

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – THIRD PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – FOURTH PROJECT

Geofence: TX Williamson

RapidAccess—Disaster Response Program (DRP)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term**. The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination**. Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
1.2 You may not make the Online Services available to any other party.
1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will your authorize or permit any user of the WVO Services to do so.

1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.

1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.

1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.

1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.

2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.

3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.

3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.

3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.

3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.

3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.

3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.

3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.

3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Capture Contingency: The Projects set forth in this Agreement do not meet Pictometry's minimum stand-alone project size. Therefore, notwithstanding anything herein to the contrary, Pictometry's obligation to complete each of the Projects set forth in this Agreement is contingent upon Pictometry's completion of an image capture scheduled for Williamson Central Appraisal District or another customer in close proximity to the Williamson County capture area ("Additional Capture"). In the event that an Additional Capture does not occur with respect to each Project set forth in this Agreement, Pictometry is under no obligation to complete such Project.

4. Non-appropriation of Funds: If, for any fiscal year, the funds required to make the payment due under the terms of this Agreement have not been appropriated and such non-appropriation is memorialized in a Budget Order entered by the Williamson County Commissioners Court, Customer shall provide Pictometry with written notice of such non-appropriation of funds by October 1, 2016 with respect to the First Project and by October 1st of each subsequent year during the four-year project cycle of this Agreement.

In the event such non-appropriation of funds occurs:

a. This Agreement shall become void with respect to the project for which funds have not been appropriated and all subsequent projects set forth in Section A of this Agreement;

b. All terms and conditions with respect to any projects set forth in Section A of this Agreement that have been completed prior to such non-appropriation of funds shall remain in full force and effect; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

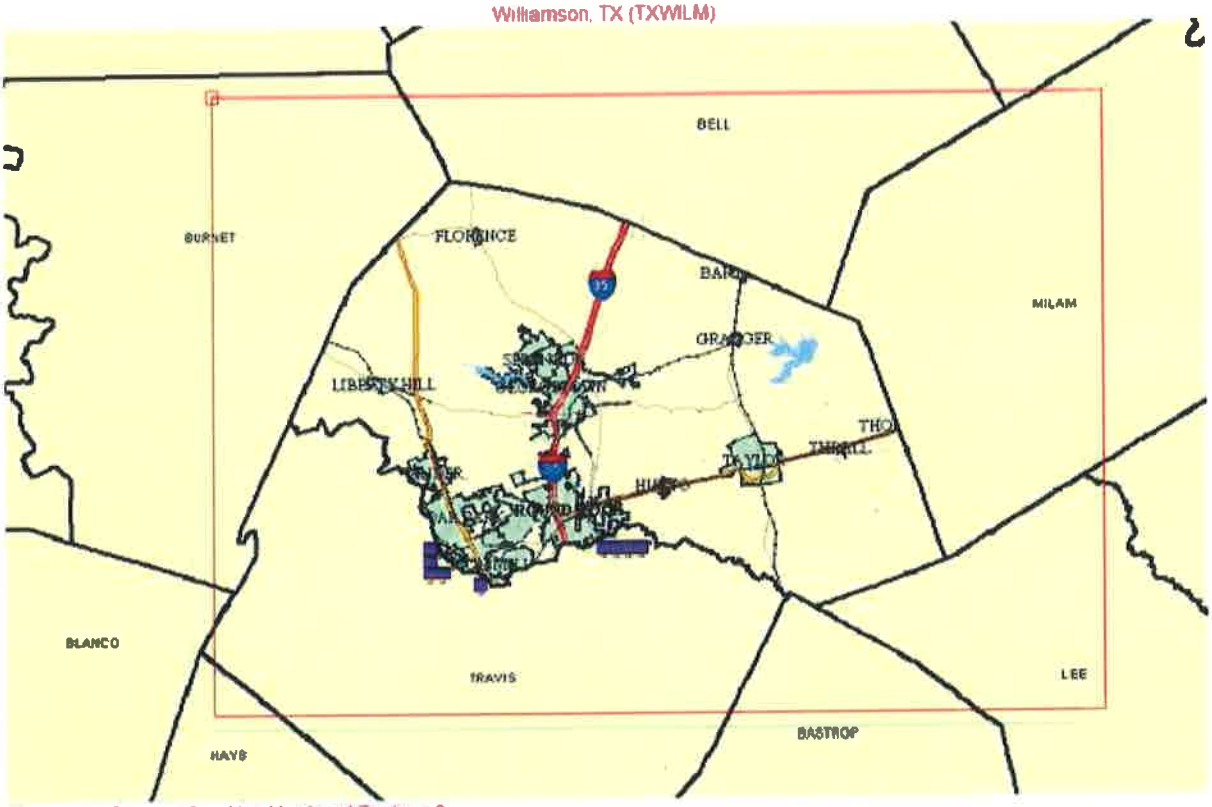
5. Payments Pursuant to Texas Government Law: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

6. Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP

Williamson, TX (TXWILM)



Community Sectors 0 Neighborhood Sectors 9

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND WILLIAMSON COUNTY ("Customer")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, Texas 78626	Rochester, NY 14623
Attn: George Strebel, GIS Manager	Attn: Contract Administration
Phone: (512) 943-1474 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
WILLIAMSON COUNTY	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:** Linda M. Salpini
TITLE:	**TITLE:** Senior Vice President, Finance
DATE:	**EXECUTION DATE:** 4/26/16
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C184260

BILL TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel GIS Manager
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	MThom	Annual

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along	$0.00		$0.00

		with a copy of the updated documentation.			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$6,164.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – SECOND PROJECT	$6,164.50

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line:	$450.00	$405.00 (10%)	$3,645.00

		0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.			
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)	$750.00	$562.50 (25%)	$562.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – THIRD PROJECT	$6,164.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT[1]
9	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	$450.00	$405.00 (10%)	$3,645.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. **License Term:** 1 Year(s)	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this	$750.00	$562.50 (25%)	$562.50

		product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. **License Term:** 1 Year(s)			
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
9	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	$20.00	$10.00 (50%)	$90.00
9	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	$2.00		$18.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.	$0.00		$0.00
				SUBTOTAL – FOURTH PROJECT	$6,164.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$24,658.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

SECOND PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

THIRD PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

FOURTH PROJECT

Due at Initial Shipment of Imagery	$3,952.00
Due at Activation of Online Services	$2,212.50
Total Payments	$6,164.50

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – THIRD PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – FOURTH PROJECT

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector**
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product: **Pictometry Connect View - CA**
Admin User: George Strebel
Admin User Email: gstrebel@wilco.org
Requested Activation: Upon Authorization
Special Instructions:

Product: **Pictometry Connect - CA - 50**
Admin User: George Strebel
Admin User Email: gstrebel@wilco.org
Requested Activation: Upon Authorization
Special Instructions:

CONNECT – SECOND PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – THIRD PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT – FOURTH PROJECT

Product:	**Pictometry Connect View - CA**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

Product:	**Pictometry Connect - CA - 50**
Admin User:	George Strebel
Admin User Email:	gstrebel@wilco.org
Requested Activation:	Upon Authorization
Special Instructions:	

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: TX Williamson (Primary)

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – THIRD PROJECT

Geofence: TX Williamson

CONNECT: GEOFENCES – FOURTH PROJECT

Geofence: TX Williamson

RapidAccess—Disaster Response Program (DRP)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Capture Contingency: The Projects set forth in this Agreement do not meet Pictometry's minimum stand-alone project size. Therefore, notwithstanding anything herein to the contrary, Pictometry's obligation to complete each of the Projects set forth in this Agreement is contingent upon Pictometry's completion of an image capture scheduled for Williamson Central Appraisal District or another customer in close proximity to the Williamson County capture area ("Additional Capture"). In the event that an Additional Capture does not occur with respect to each Project set forth in this Agreement, Pictometry is under no obligation to complete such Project.

4. Non-appropriation of Funds: If, for any fiscal year, the funds required to make the payment due under the terms of this Agreement have not been appropriated and such non-appropriation is memorialized in a Budget Order entered by the Williamson County Commissioners Court, Customer shall provide Pictometry with written notice of such non-appropriation of funds by October 1, 2016 with respect to the First Project and by October 1st of each subsequent year during the four-year project cycle of this Agreement.

In the event such non-appropriation of funds occurs:

a. This Agreement shall become void with respect to the project for which funds have not been appropriated and all subsequent projects set forth in Section A of this Agreement;

b. All terms and conditions with respect to any projects set forth in Section A of this Agreement that have been completed prior to such non-appropriation of funds shall remain in full force and effect; and

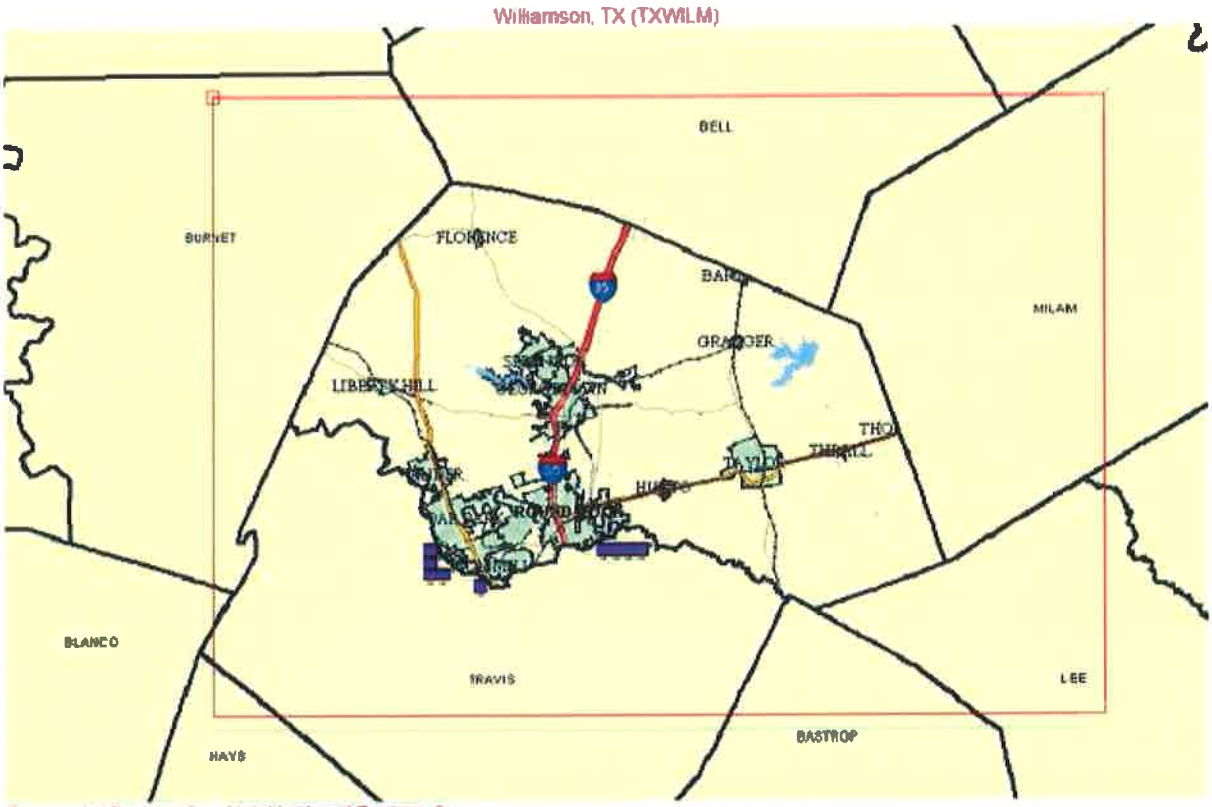
c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

5. Payments Pursuant to Texas Government Law: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

6. Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP


Williamson, TX (TXWILM)
BELL
BURNET
FLORENCE
MILAM
BLANCO
TRAVIS
LEE
BASTROP
HAYS
Community Sectors: 0
Neighborhood Sectors: 9

Commissioners Court - Regular Session **47.**

Meeting Date: 10/16/2018

FY2019 Odyssey Software Maintenance and Support

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Odyssey Software Maintenance and Support for FY 19 from Tyler Technologies Inc. in the amount of $430,047.20. Sole Source provider previously approved by Commissioner's Court on 10/27/2015.

Background

This purchase is for the support and maintenance of the Odyssey software package. The department point of contact is Richard Semple. This expenditure will be chaged to 01.0100.0503.004505. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 10:51 AM
Form Started By: Melissa Gurka		Started On: 10/11/2018 10:20 AM
Final Approval Date: 10/11/2018		

tyler technologies

Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
020-17363	09/01/2018	1 of 2

Questions:
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com

Bill To: Williamson County Information Serv.
Attn: Tammy McCulley
301 SE Inner Loop, Ste. 105
Georgetown, TX 78626

Ship To: Williamson County Information Serv.
Attn: Tammy McCulley
301 SE Inner Loop, Ste. 105
Georgetown, TX 78626

RECEIVED
AUG 27 2018

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41563	6792		USD	NET30	10/01/2018

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County				
	Williamson County Odyssey Check Manager Software Standard Maintenance and Support	1	19,371.11	19,371.11
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Williamson County Odyssey Case Manager Enterprise Software Standard Maintenance and Support	1	225,989.92	225,989.92
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Williamson County Odyssey Document Management e-Signatures + merged to TIFF Standard Maintenance and Support	1	1,032.86	1,032.86
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Williamson County Odyssey Document Management Record on Appeal Creator Standard Maintenance and Support	1	3,357.68	3,357.68
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Williamson County Odyssey Integration Toolkits: Jail Manager Libraries Standard Maintenance and Support	1	12,913.68	12,913.68
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Williamson County Odyssey Jail / Law Enforcement Software Standard Maintenance and Support	1	80,710.76	80,710.76
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Williamson County Tyler Jury Software Standard Maintenance and Support	1	15,496.41	15,496.41
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Odyssey SessionsWorks Judge Edition - Standard Annual Maintenance	1	14,890.48	14,890.48
	Maintenance Start: 01/Oct/2018, End: 30/Sep/2019			
	Electronic Signatures + Merged to Tiff Annual Maintenance	1	6,884.18	6,884.18
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Integration Toolkits - Case Manager Libraries Standard Annual Maintenance	1	4,455.78	4,455.78
	Maintenance Start: 01/Oct/2018, End: 30/Sep/2019			
	Odyssey Continuous Improvement Program (CIP) Annual Agreement	1	37,972.27	37,972.27
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			
	Inmate Fingerprint Biometrics - Standard Annual Maintenance	1	2,646.07	2,646.07
	Maintenance Start: 01/Oct/2018, End: 30/Sep/2019			
	Odyssey Jury Web Portal Standard Maintenance and Support	1	4,326.00	4,326.00
	Maintenance: Start: 01/Oct/2018, End: 30/Sep/2019			

tyler technologies

Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
020-17363	09/01/2018	2 of 2

Questions:
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com

Bill To: Williamson County Information Serv.
Attn: Tammy McCulley
301 SE Inner Loop, Ste. 105
Georgetown, TX 78626

Ship To: Williamson County Information Serv.
Attn: Tammy McCulley
301 SE Inner Loop, Ste. 105
Georgetown, TX 78626

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41563	6792		USD	NET30	10/01/2018

Date	Description	Units	Rate	Extended Price

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	430,047.20
Sales Tax	0.00
Invoice Total	430,047.20

Commissioners Court - Regular Session **48.**

Meeting Date: 10/16/2018

District Attorney BA 10-16-18

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.

Background

The state legislature passed House Bill 9 in the 2015 legislative session. The bill became effective September 1, 2015. The bill raises the employee's retirement contribution thru the end of the biennium, August 31, 2019. The state requires the County to pay the additional retirement contribution for the District Attorney. However, the state is providing the supplemental funds to offset the related expenditures. This budget amendment is to recognize the October 2018 thru August 2019 revenues and expenditures related to the increase.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Pymts from Other Entities	$4,087.73

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Melanie Denny		Started On: 10/09/2018 03:30 PM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **49.**

Meeting Date: 10/16/2018

District Attorney BA 10-16-18

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 addiitional expenditures for the District Attorney's Office.

Background

The state legislature passed House Bill 9 in the 2015 legislative session. The bill became effective September 1, 2015. The bill raises the employee's retirement contribution thru the end of the biennium, August 31, 2019. The state requires the County to pay the additional retirement contribution for the District Attorney. However, the state is providing the supplemental funds to offset the related expenditures. This budget amendment is to recognize the October 2018 thru August 2019 revenues and expenditures related to the increase.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001939	DA Supplement	$3,360.00
	0100.0440.002010	FICA	$257.04
	0100.0440.002020	Retirement	$470.69

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Melanie Denny		Started On: 10/09/2018 03:33 PM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **50.**

Meeting Date: 10/16/2018

Budget Amendment for County Jail

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is the remaining items/equipment that need to be replaced due to the damage at the Jail. These items could not be ordered and received by Sept 30th thus we waited to replace them until New Fiscal Year. The Insurance proceeds were depostied last year thus this budget amendment is coming from cash ending.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0570.003107	Medical Equipment	$2,240.00
	0100.0570.003006	Office Equipment	$3,010.00
	0100.0570.003003	Radio Equipment	$446.25
	0100.0570.003010	Computer Equipment	$2,576.64

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	10/10/2018 03:12 PM
Form Started By: Julie Kiley		Started On: 10/10/2018 02:28 PM
Final Approval Date: 10/10/2018		

Commissioners Court - Regular Session **51.**

Meeting Date: 10/16/2018

County Attorney Legislative Supplement Budget Amendment 10-16-18

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office. This expenditure is paid by State Legislative dollars.

Background

State funds received October 2018 to be paid out throughout Fiscal Year 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	$18,257.00
	0100.0475.002010	FICA	$1,396.66
	0100.0475.002020	Retirement	$2,558.17
	0100.0475.004902	Co Atty Legislative Supplement	$47,788.17

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 08:54 AM
Form Started By: Pam Navarrette		Started On: 10/10/2018 03:23 PM
Final Approval Date: 10/11/2018		

Commissioners Court - Regular Session **52.**

Meeting Date: 10/16/2018

County Attorney Legislative Supplement Budget Amendment 10-16-18

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office to pay state legislative supplements.

Background

State funds received October 2018 to paid out through Fiscal Year 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	$70,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/11/2018 09:22 AM
Form Started By: Pam Navarrette		Started On: 10/11/2018 08:59 AM
Final Approval Date: 10/11/2018		

Commissioners Court - Regular Session **53.**

Meeting Date: 10/16/2018

Economid 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	10/11/2018 10:25 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2018 10:24 AM
Final Approval Date: 10/11/2018		

Commissioners Court - Regular Session **54.**

Meeting Date: 10/16/2018

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

h) Discuss sale of excess 183A right of way to abutting property owner.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center

with the participation of third parties.
E. Discuss the San Gabriel River trail easements.

Background

Fiscal Impact

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