NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 13TH, 2018
9:30 A.M.

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

1. Review and approval of minutes.

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

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

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

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 8)

5. Discuss, consider and take appropriate action on a line item transfer for Merit - Emergency Svcs Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-001100	MOT/Salary	$1674.23
From	0100-0341-002010	MOT/FICA	$128.08
From	0100-0341-002020	MOT/Retirement	$234.89
To	0100-8004-001130	Emerg Svcs/Merit	$1674.23
To	0100-8004-002010	Emerg Svcs/FICA	$128.08
To	0100-8004-002020	Emerg Svcs/Retirement	$234.89

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

7. Discuss, consider, and take appropriate action on approval of the replat of the Hidden Trails, Lots 1 - 3, Block A subdivision - Precinct 1.

8. Discuss, consider, and take appropriate action on approval of the final plat for the Gomez subdivision - Precinct 4.

REGULAR AGENDA

9. Discuss, consider and take appropriate action on acknowledging the receipt of the Certificate of Acheivement in Financial Reporting for Fiscal Year 2017 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2017 from the Government Finance Officers Association.

10. Discuss, consider and take appropriate action on approving a Proclamation designating December 4th, 2018 Tree of Angels Day in Williamson County.

11. Discuss, consider, and take appropriate action on a proclamation declaring November 14, 2018 as Geographic Information Systems (GIS) Day.

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

13. Discuss, consider, and take appropriate action regarding the Utility Agreement between Atmos Energy and Williamson County for utility relocations on North Mays Extension, a Road Bond Project in Commissioner Pct. 1.

14. Discuss, consider and take appropriate action on approving a 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $613,195.23 from Lakeline Blvd Right Turn Lanes (P331) to 2006 Road Non-Departmental (P156).

15. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $650,000 from 2013 Road Non-Departmental (P290) to Lakeline Blvd Right Turn Lanes (P331).

16. Discuss, consider and take appropriate action on approving to allocate $12.0 million ($7.0 from the General Fund budget and $5.0 million from the Road & Bridge budget) for the Transportation Corridor Program to LTP ROW (P457) of $5.5 million, Corridor C/SH29 Bypass (P459) of $2.25 million, Corridor F/US183 (P461) of $1.0 million Corridor H/Sam Bass Road (P462) of $2.25 million and Southeast Corridor (P463) of $1.0 million.

17. Discuss, consider and take appropriate action on a Williamson County License Agreement between Williamson County and Fountainwood Estates Homeowner's Association, Inc. relating to improvements to be placed in Williamson County's right of way, as depicted in Exhibit "A" of the License Agreement.

18. Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 18 from Chasco Constructors in the amount of $27,793.83 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers and Owners Contingencies.

19. Discuss, consider and take appropriate action on the Williamson County Expo RV Park Project, Change Order # 2 from Champion Site Prep, L.P., in the amount of $2,500.00 for an adjustment in the specified grade of gravel material for the islands and decomposed granite portions of trails. This change order is being funded out of the Owners Contingency.

20. Discuss, consider and take appropriate action on a Real Estate Contract with Homer and Barbara Thomas for right of way needed on the CR 111 Project (Parcel 24). Funding Source: Road Bonds P249

21. Discuss, consider and take appropriate action on a Real Estate Contract with Landy and Lori Warren for right of way needed on the Hairy Man Rd. project (Parcel N25). Funding Source: Road Bonds P284

22. Discuss, consider and take appropriate action on the Williamson County Expo Center's recommended Standard Rate Schedule and authorizing the Williamson County Exposition Center Manager to administer the Standard Rate Schedule under the supervision of the Williamson County Commissioners Court.

23. Discuss, consider and take appropriate action on the Williamson County Expo Center's recommended Facilities Management Policies and Procedure document and authorizing the Williamson County Exposition Center Manager to administer the Facilities Management Policies and Procedures under the supervision of the Williamson County Commissioners Court.

24. Discuss, consider and take appropriate action on the Williamson County Expo Center recommended revised License and Use Agreement document and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the Williamson County Commissioners Court.

25. Discuss and take appropriate action on accepting the resignation of Juli Word as the Williamson County representative on the CapMetro Board of Directors effective November 30, 2018 and appointing Eric N. Stratton to fill the unexpired term which ends June 30, 2020.

26. Discuss, consider, and take appropriate action on Education and Training Course Agreements for Emergency Communications.

27. Discuss, consider and approve the adoption of Jarrell CERT as an RCS Associate customer under the County radio system.

28. Discuss, consider and take appropriate action on approving the Interlocal Agreement between Liberty County and Williamson County for the sale of surplus patrol vehicles in accordance with TX Local Gov't Code 263.152.(a) (1).

29. Discuss, consider, and take appropriate action on the acceptance of the 2018 Emergency Management Performance Grant award, in the amount of $77,838.45, issued by the Texas Department of Public Safety, Division of Emergency Management.

30. 10:00 Conduct public hearing relating to a request from department 210 Road and Bridge to increase the budgeted salary amount for position noted in the attached list and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment. These increases will be funded using excess salary funds in the current approved budget.

1. The reason for the payment in excess of the budgeted amount is to provide for an increased hiring salary for well qualified applicants.

2. The excess amount is $21,724.82 which will be paid through the normal bi-weekly payroll. The public purpose served by providing the increased salaries is the ability to reduce service delivery issues due to excess training required for less experienced employees.

31. Discuss, consider and take appropriate action on a request to increase the budgeted salary amount for department 210 Road & Bridge and positions noted in the attached list. These increases will be funded using excess salary funds in the current approved budget.

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

33. Discuss, consider and take appropriate action authorizing County Judge to execute an amendment to a Chapter 381 Agreement wit Lone Star Tangible Assets, LP.

34. Discuss, consider, and take appropriate action on approving the service agreement between Randal's Tower Tech, Inc. and Williamson County for emergency climb/repair tower services in the not-to-exceed amount of $4,000.00 and authorizing the execution of the agreement.

35. Discuss, consider, and take appropriate action on approving the service agreement between Randal's Tower Tech, Inc. and Williamson County for antenna installation services inside of Medic 26's building in the not-to-exceed amount of $3,055.00 and authorizing the execution of the agreement.

36. Discuss, consider, and take appropriate action on approving the service contract between Randal's Tower Tech and Williamson County for tower inspections at the back up site in the not-to-exceed amount of $7,700.00, and authorizing the execution of the agreement.

37. Discuss, consider, and take appropriate action on approving the service agreement between Salero Transport & Set and Williamson County for releveling and bathroom repair services in the not to exceed amount of $2,700.00 and authorizing the execution of the agreement.

38. Discuss, consider, and take appropriate action on approving the service agreement between ThyssenKrupp Elevator Corporation and Williamson County which incorporates Statement of Work / Fee Proposal marked as Exhibits for not-to-exceed amount of $10,172.00 for inspection services and not-to-exceed amount of $60,242.64 for maintenance services pursuant to National IPA contract # R150801.

39. Discuss, consider and take appropriate action on awarding IFB #1809-262 Asphalt Mixes to the lowest responsive bidder, Industrial Asphalt & Aggregate as the primary vendor for all items, and Oldcastle Material Texas as the secondary vendor as specified .

40. Discuss, consider, and take appropriate action on exempting Smart Communications from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Mailguard and authorizing the execution of the agreement.

41. Discuss, consider, and take appropriate action regarding termination notice of services contract with Heart of Texas Landscape & Irrigation Co. for mowing services at the Sheriff's Office firing range as services are no longer necessary upon recommendation of the Williamson County Facilities Department.

42. Discuss, consider, and take appropriate action regarding termination notice of contract (#1702-140, Signs and Markers) with Pathmark Traffic Products of Texas, Inc., Garden State Highway Products, Inc., and NSTS, LLC upon recommendation of the Williamson County Road & Bridge Department.

43. Discuss, consider, and take appropriate action on awarding IFB #1808-259 Lakeline Blvd Right Turn Lane to the lowest responsive bidder, MA Smith Contracting and authorizing the execution of the agreement.

44. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services between ARC Abatement I, Ltd. and Williamson County for Asbestos Abatement for Project - CR110, in the amount of $5,250.00, and authorizing the execution of the agreement.

45. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 110 Middle Section, under IFB #1809-261.

46. Discuss, consider, and take appropriate action on approving Supplemental Agreement No. 11 between Williamson County and BLGY, Inc for additional services in relation to the North Campus Project in the amount of $43,346.35 and authorizing execution of the agreement.

47. Discuss, consider, and take appropriate action on approving sub-merchant agreement between Williamson County and Worldpay, LLC, f.k.a. Vantiv, LLC in connection with the agreement between Williamson County and Official Payments Corporation to provide merchant card services to support the operation of the Williamson County On-Site Sewage Facilities Department and authorizing execution of the sub-merchant agreement.

48. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeaable circumstances and approve a budget amendment for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA/St Law Enforc Training	$126.23
	0100.0475.004229	Co Atty/St Law Enforc Training	$2,171.58
	0100.0551.004229	Const 1/St Law Enforc Training	$3,252.02
	0100.0552.004229	Const 2/St Law Enforc Training	$3,479.09
	0100.0553.004229	Const 3/St Law Enforc Training	$8,492.75
	0100.0554.004229	Const 4/St Law Enforc Training	$2,570.60
	0100.0560.004229	SO/St Law Enforc Training	$26,205.35
	0100.0570.004229	Jail/St Law Enforc Training	$7,413.56

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 for unspent 2018 donation dollars for the Justice of the Peace Precinct #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$41.00

50. 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 for unspent 2018 donation dollars for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$6,440.05

51. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment for unspent 2018 donation dollars for the Sheriff's Office donations

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	$46.48
	0100.0560.003671	Use of V.A. Donations	$949.08

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 for unspent 2018 donation dollars for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$1,555.38

53. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

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)."

54. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
h) Project Deliver

55. 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.
F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #

56. 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) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
n) 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.
o) 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.
p) 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
q) 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.
r) Discuss law in relation to Williamson County compensation policies.
s) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
t) 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
u) Potential opioid litigation
v) Valerie Adams - EEOC Charge No. 450-2018-03807
w) Terry Ballard – EEOC Charge No. 451-2018-02074
x) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
y) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)
z) Legal matters relating to Sunset Meadows Subdivision.
aa) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
bb) Property damage claim from Shameka McClain regarding damage to iPhone.
cc) Copyright infringement claim from Sanders Law, PLLC.

57. 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).

58. 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).

59. 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).

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) Employment law claims of Michelle Williams, Andrenia McGowen and/or Raphaela Johnson.
n) 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.
o) 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.
p) 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
q) 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.
r) Discuss law in relation to Williamson County compensation policies.
s) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas

t) 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
u) Potential opioid litigation
v) Valerie Adams - EEOC Charge No. 450-2018-03807
w) Terry Ballard – EEOC Charge No. 451-2018-02074
x) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
y) Legal matters relating to a tax delinquency for the property located at 1402 Charpiot Drive, Round Rock 78681 (WCAD R055154)
z) Legal matters relating to Sunset Meadows Subdivision.
aa) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
bb) Property damage claim from Shameka McClain regarding damage to iPhone.
cc) Copyright infringement claim from Sanders Law, PLLC.

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. 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: 11/13/2018

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 Merit - Emergency Svcs Department.

Background

Each year when budget is loaded, we must manually back out merit from each salary line (object code 1100) and put it into the appropriate merit line (object code 1130). Our report does not pick up new positions since they do not receive merit. Because we had two PCN's coming out of grants (grants are not tracked in PowerPlan because our office does not budget for them), we had to set these up as two existing slots or "new positions" and manually give them each merit. The report did not include these merit dollars in our calculation and, therefore, were not backed out of line 0341-001100 (MOT/Salary) and moved into 8004-001130 (Emergency Svcs/Merit). This transfer will make that correction.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0341-001100	MOT/Salary	$1674.23
From	0100-0341-002010	MOT/FICA	$128.08
From	0100-0341-002020	MOT/Retirement	$234.89
To	0100-8004-001130	Emerg Svcs/Merit	$1674.23
To	0100-8004-002010	Emerg Svcs/FICA	$128.08
To	0100-8004-002020	Emerg Svcs/Retirement	$234.89

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/05/2018 09:01 AM
Form Started By: Ashlie Koenig		Started On: 11/02/2018 12:00 PM
Final Approval Date: 11/05/2018		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/13/2018

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

Merit LIT 11.13.18

Merit Details 11.13.18

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	11/08/2018 10:55 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 11:17 AM
Form Started By: Kristy Grant		Started On: 11/08/2018 08:54 AM
Final Approval Date: 11/08/2018		

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	403.33	
01	0100	0576	001130		403.33
01	0100	8004	001130		3,765.06
01	0100	8004	002010		288.03
01	0100	8004	002020		528.24
01	0100	0542	001100	3,765.06	
01	0100	0542	002010	288.03	
01	0100	0542	002020	528.24	
01	0100	0212	001100	1,543.92	
01	0100	0212	001130		1,543.92
				6,528.58	6,528.58

Department	Position	Emp ID Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Juv Supervision Offcr.1147.001100.	13358	$40,332.43	$403.33	1.00	$40,735.76		MERIT	11/16/2018
HazMat	Hazmat Asst Chief.1811.001100.	10794	$75,303.02	$3,765.06	5.00	$79,068.08		MERIT	11/16/2018
Commissioner 2 - admin	Office Spec Sr.1674.001100.	10267	$46,123.58	$922.48	2.00	$47,046.06		MERIT	11/16/2018
Commissioner 2 - admin	Exec Asst II Com 2.0254.001100.	5354	$77,197.64	$1,543.92	2.00	no change	$1,543.92	MERIT	11/16/2018

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
911 Communications	0124	13972	$39,554.05	$41,581.71	$41,581.71	no change	N/A	N/A	Title/Grade Change Only: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23)	11/16/2018
911 Communications	0147	13968	$39,554.05	$41,581.71	$41,581.71	no change	N/A	N/A	Title/Grade Change Only: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23)	11/16/2018
911 Communications	1672	13974	$37,650.97	$39,554.05	$39,554.05	no change	N/A	N/A	Title/Grade Change Only: Telecom Ofcr I (B.21) to Telecom Ofcr II (B.22)	11/16/2018
911 Communications	0148	14718	$35,841.78	$37,650.97	$37,650.97	no change	N/A	N/A	Title/Grade Change Only: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21)	11/16/2018
911 Communications	0140	14709	$35,841.78	$37,650.97	$37,650.97	no change	N/A	N/A	Title/Grade Change Only: Telecom Ofcr Trainee (B.20) to Telecom Ofcr I (B.21)	11/16/2018
911 Communications	0121	vacant	N/A	N/A	$41,587.71	no change	N/A	N/A	Title/Grade Change Only: Telecom Ofcr II (B.22) to Telecom Ofcr III (B.23)	11/14/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **7.**

Meeting Date: 11/13/2018

Discuss consider and take appropriate action on approval of the replat of the Hidden Trails Lots 1 - 3 Block A subdivisio - Pct 1

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 replat of the Hidden Trails, Lots 1 - 3, Block A subdivision - Precinct 1.

Background

This subdivision consists of five lots and no new public roads. It is a replat of Lots 1 - 3, Block A, of the previously approved Hidden Trails subdivision.

Fiscal Impact

From/To	Acct No.	Description	Amount

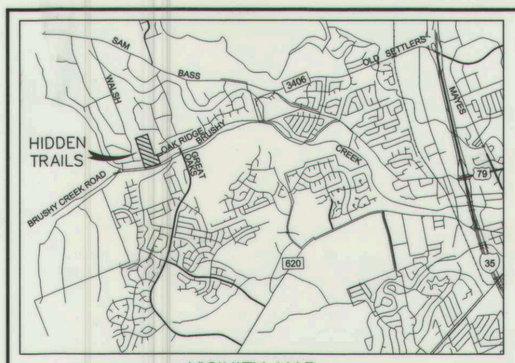
Attachments

Replat - Hidden Trails Blk A Lots 1-3

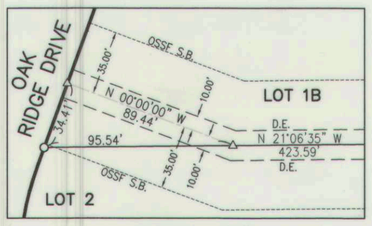
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 02:49 PM
Form Started By: Adam Boatright		Started On: 11/08/2018 11:41 AM
Final Approval Date: 11/08/2018		

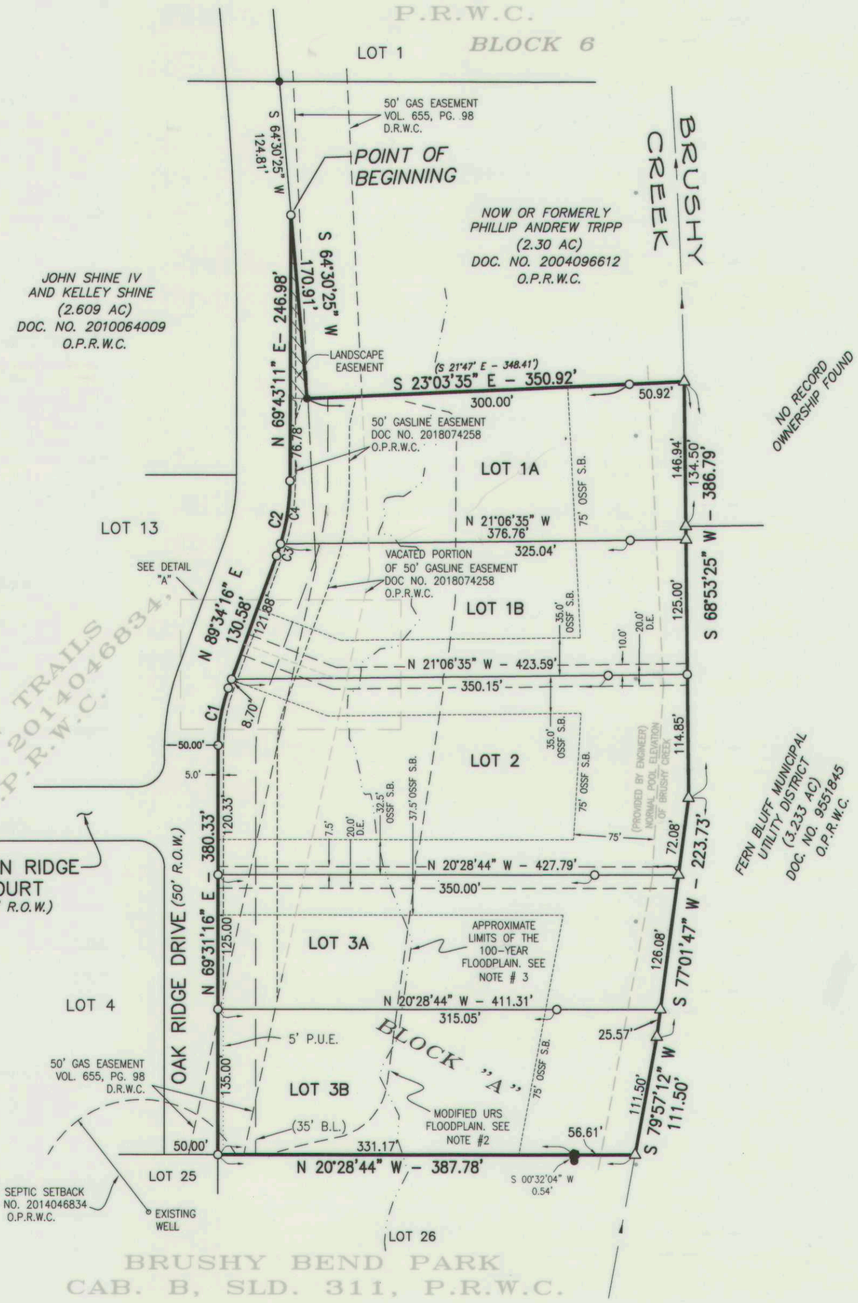
RESUBDIVISION PLAT OF LOTS 1, 2, AND 3, BLOCK A, HIDDEN TRAILS



VICINITY MAP
NOT TO SCALE



DETAIL "A"
NOT TO SCALE



LEGEND

UNLESS NOTED OTHERWISE	
●	1/2" IRON ROD FOUND
○	1/2" IRON ROD W/ "SURVTEX, LLC" CAP SET
⬢	FENCE POST FOUND
△	CALCULATED POINT
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
D.E.	DRAINAGE EASEMENT
S.B.	SETBACK
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
OSSF S.B.	ON-SITE SEWAGE FACILITY SETBACK
( )	RECORD INFORMATION

NOTES:
1. BLANKET PIPELINE EASEMENT GRANTED TO LONE STAR GAS CO. AS RECORDED IN VOL. 427, PG. 229, D.R.W.C. WAS AMENDED IN VOL. 655, PG. 98, D.R.W.C. AS SHOWN HEREON.

2. REVISED FLOODPLAIN BASED ON CARTEX ENGINEERING FLOODPLAIN STUDY DATED MARCH 18, 2015. CLOMR-F PENDING APPROVAL.

3. APPROXIMATE LIMITS OF FEMA 100-YEAR FLOODPLAIN ZONE AE AS DETERMINED USING ELEVATIONS FROM FLOOD INSURANCE STUDY (MAP NUMBER 484491C0490E) REVISED SEPTEMBER 26, 2008

4 ALL PROPERTY CORNERS SHOWN HEREON AS SET WET SET ON 12/01/2016. ALL PROPERTY CORNERS SHOWN HEREON AS FOUND WERE VERIFIED ON 12/01/2016.

BENCHMARKS:
BM #1 - TOP OF 1/2" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF LOT 13, HIDDEN TRAILS.
ELEVATION = 766.05'

BM #2 - RAILROAD SPIKE DRIVEN IN THE SIDE OF A WOODEN FENCE POST, LOCATED NEAR THE NORTHEAST CORNER OF LOT 9, HIDDEN TRAILS.
ELEVATION = 804.63'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH DIR	CHORD
C1	155.00'	20°03'00"	54.24'	N 79°32'46" E	53.96'
C2	205.00'	19°51'04"	71.03'	N 79°38'43" E	70.67'
C3	205.00'	03°14'44"	11.61'	N 87°56'54" E	11.61'
C4	205.00'	16°36'20"	59.41'	N 78°01'21" E	59.22'

SCALE: 1" = 100'

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (CORS). DISTANCES HAVE BEEN SCALED (SCALING ORIGIN OF NORTH=0.0, EAST=0.0) USING A PROJECT SPECIFIC SURFACE ADJUSTMENT FACTOR OF 1.00012.

PERIMETER DESCRIPTION

BEING A 6.643 ACRE TRACT OF LAND OUT OF THE J. H. DILLARD SURVEY SITUATED IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF LOTS1, 2, AND 3, BLOCK , A, HIDDEN TRAILS, A SUBDIVISION RECORDED IN DOCUMENT NO. 2014046834 OF THE OFFICIAL PUBLIC RECORDS OFWILLIAMSON COUNTY, TEXAS (O.P.R.W.C., AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METESAND BOUNDS AS FOLLOWS:

BEGINNINGat a ½ iron rod with "SURVTEX, LLC" plastic cap set on the south right-of-way line of Oak Ridge Drive, a called 50' right-of-way according to said Hidden Trail Plat, same being in the north line of a called 2.30 acre tract of land conveyed to Phillip Andrew Tripp, by deed recorded in Doc. No. 2004096612 (O.P.R.W.C.) and being the northeastern mostcorner of said Lot 1, andhereof, from which a½" iron rod found on the south right-of-way line of Oak Ridge Dr. marking the northeast corner of said 2.30 acre tract bears S 64°30'25" W, 124.81' for reference;

THENCE S 64°30'25" W, with the north line of said 2.30 acre tract, same being a south line of said Lot 1, 170.91' to a ½" iron rod found marking the northwest corner of said 2.30 acre tract and being an interior ell corner of said Lot 1 andhereof;

THENCE S 23°03'35" E with the west line of said 2.30 acre tract, same being the east line of said Lot 1, at 300.00' passing,a ½" iron rod with "SURVTEX, LLC." plastic cap set (for reference) , and continuing for a total distance of 350.92' to acalculated point in the centerline of Brushy Creek, same being the southwest corner of said 2.30 acre tract, and being thesouthern most southeast corner of said Lot 1, said Hidden Trails plat and hereof, said calculated point lying in the north line of a tract for which no acreage or ownership record was found;

THENCE with the centerline of said Brushy Creek, same being the south line of said Hidden Trails plat, the following three (3) calls:

1. S 68°53'25" W, at approximately 134' pass the calculated northeast corner of a called 3.233 acre tract of land conveyed to Fern Bluff Municipal Utility District recorded in Doc. No. 9551845, (O.P.R.W.C.) and continuing for a total distance of 386.79' to a calculated point.
2. S 77°01'47" W, 223.73' to a calculated point, and
3. S 79°57'12" W, 111.50' to a calculated point in the centerline of Brushy Creek and lying on the north line of said3.233 acre tract, same being the southeast corner of Lot 26 of Brushy Creek Park, a subdivision recorded in Cabinet B, Slide 311 of the Plat Records of Williamson County, Texas, and being the southwest corner of said Lot 3, said Hidden TrailsPlat, and hereof;

THENCE N 20°28'44" W with a common line being the west line of said Lot 3, and the east line of said Lot 26, at 56.61' passing a fence post on the north bank of Brushy Creek, from which a ½" iron rod found near its base bears S 00°32'04" W, 0.54', and continuing with said common line for a total distance of 331.17' to a ½" iron rod with "SURVTEX, LLC" plastic cap set, marking the northeast corner of said Lot 26, the southeast corner of Lot 25 of said Brushy Creek Park, same being a terminal point of the south right-of-way line of said Oak Ridge Drive, and being the northwest corner of said Lot 3 and hereof;

THENCE N 69°31'16" E with the south right-of-way line of said Oak Ridge Drive, 380.33' to a ½" iron rod with a "SURVTEX,LLC" plastic cap set marking the beginning of a curve to the right;

THENCE continuing with the south right-of-way line of said Oak Ridge Dr., along said curve to the right, 54.24' (Delta: 20°03'00", Radius: 155.00', Chord: N 79°32'46" E, 53.96') , to a ½" iron rod with "SURVTEX, LLC" plastic cap set marking end of said curve;

THENCE N 89°34'16" E, continuing with the southeast right-of-way line of said Oak Ridge Dr., to a ½" iron rod with "SURVTEX,LLC" plastic cap set, 130.58' marking the beginning of a curve to the left;

THENCE continuing with the south right-of-way line of said Oak Ridge Dr., along said curve to the left, 71.03, (Delta: 19°51'04", Radius: 205.00', Chord: N 79°38'43" E, 70.67') to a ½" iron rod with "SURVTEX, LLC" plastic cap set marking end of said curve;

THENCE N 69°43'11" E continuing with the southeast right-of-way of said Oak Ridge Drive, 246.98' to the POINT OF BEGINNINGand containing 6.643 acres of land, more or less.

THE MINIMUM FIRST FLOOR ELEVATIONS SHOWN BELOW WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY STUDY PREPARED BY CARTEX ENGINEERING DATED JUNE 25, 2014.

LOT TABLE		
LOT	ACRES	MINIMUM FINISHED FLOOR ELEVATION
1A	1.220	762.25'
1B	1.148	762.51'
2	1.831	763.00'
3A	1.204	763.60'
3B	1.210	763.50'

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
(512) 249-8875Fax (512) 249-5040
TBPLS FIRM #10084600

RESUBDIVISION PLAT OF LOTS 1, 2, AND 3, BLOCK A, HIDDEN TRAILS

OWNER CERTIFICATION:

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

THAT HIDDEN TRAILS 2013, L.P. , SOLE OWNER OF THE 20.183 ACRES SHOWN HEREON, AS CONVEYED BY DOC. NO. 2013062927 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE AND DEDICATE TO THE PUBLIC USE FOREVER OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOW HEREAFTER AS **"HIDDEN TRAILS"**.

WITNESS MY HAND THIS THE 22ND DAY OF OF AUGUST, 2018, A.D.

_____ MANAGER
SIGNATURE TITLE
HIDDEN TRAILS 2013, L.P.
HIDDEN TRAILS JV, LLC, IT'S GENERAL PARTNER
JAMES GIDDENS, MANAGER
14000 RANCH ROAD 2243 W
LEANDER, TEXAS 78641

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE 22 DAY OF August, 2018, A.D., PERSONALLY APPEARED James Giddens, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT AS A CO-OWNER OF THE PROPERTY DESCRIBED HEREON.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Bradley Scott Gray
PRINTED NAME OR NOTARY AND NOTARY STAMP
11-1-2020
DATE NOTARY COMMISSION EXPIRES

BRADLEY SCOTT GRAY
Notary Public, State of Texas
Comm. Expires 11-01-2020
Notary ID 130882598

SURVEYOR'S CERTIFICATION:

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

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF SURVEYING IN THE STATE OF TEXAS; THAT I PREPARED THE PLAT SUBMITTED HEREWITH; THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE SURVEYING PORTIONS THEREOF; AND THAT SAID PLAT SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS;

WITNESS MY HAND THIS THE 22ND DAY OF AUGUST, 2018, A.D.

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

STATE OF TEXAS REGISTERED JASON E. PARKER 6643 PROFESSIONAL LAND SURVEYOR

ENGINEER'S CERTIFICATION:

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

I, GARY ELI JONES, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE 'AE' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0490 E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND /OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

WITNESS MY HAND THIS THE 22ND DAY OF August, 2018, A.D.

_____
GARY ELI JONES, P.E. NO. 79198
STATE OF TEXAS

STATE OF TEXAS GARY ELI JONES 79198 LICENSED PROFESSIONAL ENGINEER

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THIS TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVISES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

ROAD NAME AND 911 ADDRESSING APPROVAL:
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8th DAY OF November, 2018 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

NOTES:

1. ALL COVENENTS, RESTRICTIONS AND NOTES LISTED ON THE SUBDIVISION PLAT OF HIDDEN TRAILS (RECORDED IN DOCUMENT NO. 2014046834, O.P.R.W.C.) APPLY TO THIS PLAT.
2. THE 100-YEAR FLOOD PLAIN SHALL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE 'AE' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0490 E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
3. UNLESS OTHERWISE SHOWN HEREON, EACH LOT HAS A 5 FOOT SIDE YARD BUILDING SETBACK LINE AND A 10 FOOT REAR YARD BUILDING SETBACK LINE.
4. NO OBSTRUCTIONS SHALL BE CONSTRUCTED WITHIN THE DRAINAGE EASEMENTS SHOWN HEREON.
5. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ADJACENT TO ALL ROADS ON THIS PLAT.
6. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
7. DRIVEWAY CULVERTS ARE NOT ANTICIPATED FOR THESE 5 LOTS. IF DRIVEWAY CULVERTS ARE REQUIRED DUE TO SUBSEQUENT GRADING, THESE CULVERT(S) MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER.
8. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AQUA UTILITIES, INC.
9. WASTEWATER SERVICE WILL BE PROVIDED BY ON SITE SEWAGE FACILITIES WHICH MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
10. THE ON-SITE SEWAGE FACILITY SETBACKS (OSSF S.B.) SHOWN HEREON WERE PROVIDED BY THE ENGINEER. THE OSSF S.B. DEFINED AND SHOWN AS A 75' OSSF S.B., IS AN OFFSET FROM THE NORMAL POOL ELEVATION OF BRUSHY CREEK, NOT FROM THE SOUTHERN PROPERTY LINE (CENTERLINE OF BRUSHY CREEK).
11. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL ROW SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
12. A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 1A, 1B, 2, 3A AND 3B PRIOR TO ANY CONSTRUCTION.
13. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TQEC) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.

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

_____ 11/5/18
J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER

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

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

WITNESS MY HAND THIS THE _____ DAY OF_____, 20_____, A.D.

_____
DAN A. GATTIS, COUNTY JUDGE — DATE

I, NANCY RISTER, CLERK OF COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, 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 THIS THE _____ DAY OF _____, 20_____A.D., AT _____ O'CLOCK, ____. M., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE THE COUNTY CLERK OF SAID COUNTY, AT MY OFFICE IN AUSTIN, TEXAS, THE LAST DATE WRITTEN ABOVE.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. WHITESTONE BLVD.
CEDAR PARK, TEXAS 78613
(512) 249-8875Fax (512) 249-5040
TBPLS FIRM #10084600

Commissioners Court - Regular Session **8.**

Meeting Date: 11/13/2018

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

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This proposed subdivision consists of 2 lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

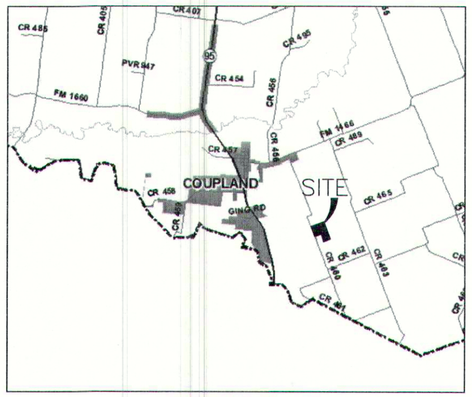
Attachments

Final Plat - Gomez Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 02:49 PM
Form Started By: Adam Boatright		Started On: 11/08/2018 11:51 AM
Final Approval Date: 11/08/2018		

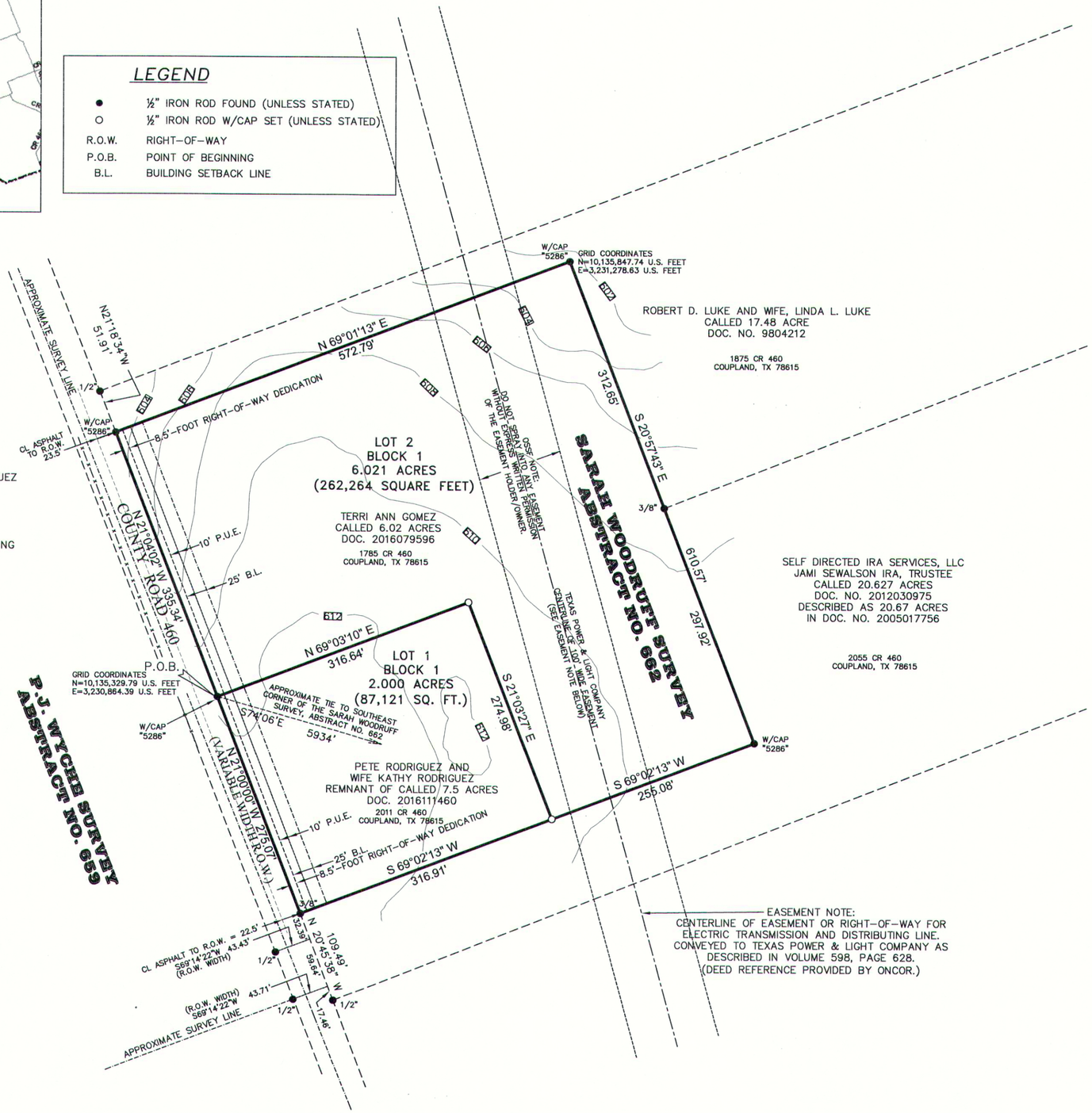
FINAL PLAT OF GOMEZ SUBDIVISION

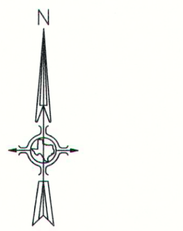


VICINITY MAP
(NOT TO SCALE)

LEGEND

●	½" IRON ROD FOUND (UNLESS STATED)
O	½" IRON ROD W/CAP SET (UNLESS STATED)
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING SETBACK LINE





SCALE: 1 INCH = 100 FEET

OWNERS: TERRI ANN GOMEZ
1785 CR 460
COUPLAND, TX 78615
(512) 590-5718

AND

PETE RODRIGUEZ AND WIFE, KATHY RODRIGUEZ
2011 CR 460
COUPLAND, TX 78615

SURVEYOR: DIAMOND SURVEYING, INC.
TX BOARD OF PROFESSIONAL LAND SURVEYING
FIRM #10006900
116 SKYLINE ROAD
GEORGETOWN, TX 78628
(512) 931-3100
shane@DiamondSurveying.com

NUMBER OF LOTS: 2

NUMBER OF BLOCKS: 1

TOTAL LINEAR FEET OF NEW STREETS: NONE

TOTAL STREET R.O.W. AREA TO BE DEDICATED: 0.119 ACRE

TOTAL ACREAGE: 8.021 ACRES

DATE SUBMITTED: OCTOBER 21, 2016

REVISION DATE: DECEMBER 18, 2017
REVISION DATE: FEBRUARY 22, 2018
REVISION DATE: MARCH 1, 2018
REVISION DATE: MARCH 31, 2018
REVISION DATE: MAY 9, 2018
REVISION DATE: JUNE 4, 2018
REVISION DATE: AUGUST 2, 2018

METES AND BOUNDS DESCRIPTION

FOR AN 8.02 ACRE TRACT OF LAND SITUATED IN THE SARAH WOODRUFF SURVEY, ABSTRACT NUMBER 662, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 6.02 ACRE TRACT OF LAND DESCRIBED IN A RELEASE OF LIEN TO TERRI ANN GOMEZ, RECORDED IN DOCUMENT NO. 2016079596, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE 2.00 REMNANT PORTION OF THE CALLED 7.5 ACRE TRACT OF LAND DESCRIBED IN A RELEASE OF LIEN TO PETE RODRIGUEZ AND WIFE KATHY RODRIGUEZ, RECORDED IN DOCUMENT NO. 2016111460, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 8.02 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap stamped "RPLS 5286" monumenting the most westerly southwest corner of said 6.02 acre Gomez tract and the northwest corner of said 2.00 acre remnant portion of the 7.5 acre Rodriguez tract, same being on the easterly right-of-way line of County Road 460 (variable width right-of-way), for the POINT OF BEGINNING hereof;

THENCE, N 21°04'02" W with the west boundary line of said 6.02 acre Gomez tract and the easterly right-of-way line of said County Road 460 for a distance of 335.34 feet to an iron rod found with cap stamped "RPLS 5286", monumenting the northwest corner of said 6.02 acre Gomez tract and the most westerly southwest corner of a called 17.48 acre tract of land described in a Warranty Deed with Vendor's Lien to Robert D. Luke and wife, Linda L. Luke, recorded in Document No. 9804212 of the Official Records of Williamson County, Texas, for the northwest corner hereof, and from which a 1/2" iron rod found monumenting the northwest corner of said 17.48 acre Luke tract, bears N 21°18'34" W for a distance of 51.91 feet;

THENCE, departing the easterly right-of-way line of said County Road 460, N 69°01'13" E with the north boundary line of said 6.02 acre Gomez tract and a southerly boundary line of said 17.48 acre Luke tract for a distance of 572.79 feet to an iron rod found with cap stamped "RPLS 5286", monumenting the northeast corner of said 6.02 acre Gomez tract and an interior ell corner of said 17.48 acre Luke tract, for the northeast corner hereof;

THENCE, S 20°57'43" E with the east boundary line of said 6.02 acre Gomez tract, in part with the boundary line of said 17.48 acre Luke tract, and in part with a westerly boundary line of said 20.627 acre Self Directed IRA Services, LLC, Jami Sewalson IRA, Trustee tract, for a distance of 610.57 feet to an iron rod found with cap stamped "RPLS 5286", monumenting the southeast corner of said 6.02 acre Gomez tract and an interior ell corner of said 20.627 acre Self Directed IRA Services, LLC, Jami Sewalson IRA, Trustee tract, for the southeast corner hereof;

THENCE, S 69°02'13" W with the south boundary line of said 6.02 acre Gomez tract and a northerly boundary line of said 20.627 acre Self Directed IRA Services, LLC, Jami Sewalson IRA, Trustee tract for a distance of 255.08 feet to an iron rod set with cap stamped "DIAMOND SURVEYING" monumenting the most southerly southwest corner of said 6.02 acre Gomez tract and the southeast corner of said 2.00 acre remnant portion of the 7.5 acre Rodriguez tract, for an angle point hereof;

THENCE, S 69°02'13" W with the southerly boundary line of said 2.00 acre remnant portion of the 7.5 acre Rodriguez tract and with the northerly boundary line of said 20.627 acre Self Directed IRA Services, LLC, Jami Sewalson IRA, Trustee tract for a distance of 316.91 feet to a 3/8" iron rod found monumenting the southwest corner of said 2.00 acre remnant portion of the 7.5 acre Rodriguez tract and the northwest corner of the said 20.627 acre Self Directed IRA Services, LLC, Jami Sewalson IRA, Trustee tract, same being on a point in the said easterly right-of-way line of County Road 460 for the southwest corner hereof;

THENCE, N 21°00'00" W with the westerly boundary line of said 2.00 acre remnant portion of the 7.5 acre Rodriguez tract and the easterly right-of-way line of County Road 460 for a distance of 275.07 feet to the POINT OF BEGINNING hereof, and containing 8.021 acres of land, more or less.

BEARING BASIS: NAD-83 TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
All distances shown hereon are surface values in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00010.

DIAMOND SURVEYING, INC.
T.B.P.L.S. FIRM NO. 10006900
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

FINAL PLAT OF
GOMEZ SUBDIVISION

ROAD WIDENING EASEMENTS

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A 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.

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.

OWNERS RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

MAILBOXES

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

GENERAL NOTES

1. THIS DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE COUNTY AND STATE REGULATIONS
2. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS INDICATED ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 48491C0725E, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
3. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

   THE MINIMUM LOWEST FINISH FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
4. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
5. LANDSCAPING IS PROHIBITED WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
6. A 10-FOOT WIDE WILLIAMSON COUNTY UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES.
7. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORP.
8. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

I, SHANE SHAFER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL OF THE APPLICABLE CODES AND ORDINANCES: IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

SHANE SHAFER — NOV. 5, 2018
SHANE SHAFER — DATE
REGISTERED PROFESSIONAL LICENSED SURVEYOR, NO. 5281
STATE OF TEXAS

STATE OF TEXAS OF REGISTERED SHANE SHAFER 5281 PROFESSIONAL LAND SURVEYOR

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

I, TERRI ANN GOMEZ, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2013070516, BEING THE SAME TRACT OF LAND DESCRIBED IN A RELEASE OF LIEN RECORDED IN DOCUMENT NO. 2016079596, BOTH DOCUMENTS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT OF GOMEZ SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7 DAY OF NOVEMBER 20 18

TERRI ANN GOMEZ
OWNER
1785 COUNTY ROAD 460
COUPLAND, TX 78615

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TERRI ANN GOMEZ, 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 THE 7 DAY OF NOVEMBER, 20 18.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: NOV 9, 2019

NOTARY PUBLIC STATE OF TEXAS — BONNIE R. OVERTON My Commission Expires November 09, 2019

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

WE, PETE RODRIGUEZ AND WIFE, KATHY RODRIGUEZ OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2494, PAGE 863 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACT OF LAND DESCRIBED IN A RELEASE OF LIEN, RECORDED IN DOCUMENT NO. 2016111460, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT OF GOMEZ SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7 DAY OF November, 20 18

PETE RODRIGUEZ
OWNER
2011 COUNTY ROAD 460
COUPLAND, TX 78615

KATHY RODRIGUEZ
OWNER
2011 COUNTY ROAD 460
COUPLAND, TX 78615

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PETE RODRIGUEZ, 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 THE 7 DAY OF November, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: NOV 9, 2019

NOTARY PUBLIC STATE OF TEXAS — BONNIE R. OVERTON My Commission Expires November 09, 2019

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KATHY RODRIGUEZ, 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 THE 7 DAY OF November, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: NOV 9, 2019

NOTARY PUBLIC STATE OF TEXAS — BONNIE R. OVERTON My Commission Expires November 09, 2019

ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8th DAY November, 2018 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

11/8/18
DATE

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

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

DAN A GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT ____ O'CLOCK, ____M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D., AT ____O'CLOCK, ____M., IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

DIAMOND SURVEYING, INC.
T.B.P.L.S. FIRM NO. 10006900
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Commissioners Court - Regular Session **9.**

Meeting Date: 11/13/2018

Recognition of Certificate of Achievement in Financial Reporting 10-22-18

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 acknowledging the receipt of the Certificate of Acheivement in Financial Reporting for Fiscal Year 2017 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2017 from the Government Finance Officers Association.

Background

Attached are the announcements and copies of the Certificates. This is the 27th year for the Certificate of Achievement for Excellence in Financial Reporting and the 13th year for the Award for Outstanding Achievement in Popular Annual Financial Reporting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAFR 2017 Award

PARF 2017 Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/22/2018 11:46 AM
Form Started By: Melanie Denny		Started On: 10/22/2018 10:22 AM
Final Approval Date: 10/22/2018		

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

September 14, 2018

Jerri L. Jones
County Auditor
Williamson County
710 South Main Street
Suite 301
Georgetown, TX 78626

Dear Ms. Jones:

We are pleased to notify you that your 2017 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. We want to strongly encourage the recommended improvements be made in the next report, and that the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement for Excellence in Financial Reporting is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive a plaque in about 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

A Certificate of Achievement Program application is posted on GFOA's website. This application must be completed and accompany your next submission. See sections III and IV of the application for instructions. **The entity's GFOA membership number appears on the attached comments and must be listed on the application.** Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

Michele Mark Levine

Michele Mark Levine
Director, Technical Services Center

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

09/14/2018

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Williamson County** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Williamson County

Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2017

Christopher P. Morrill

Executive Director/CEO

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

September 17, 2018

Jerri L. Jones
County Auditor
Williamson County
710 South Main Street, Room 301
Georgetown, TX 78626

Dear Ms. Jones:

A panel of independent reviewers has completed its examination of your Popular Annual Financial Report (PAFR) submitted to Government Finance Officers Association (GFOA). We are pleased to notify you that your PAFR for the fiscal year ended September 30, 2017, has substantially met the requirements of the PAFR Program. In the absence of authoritative standards governing the presentation, these requirements are based on an evaluation of information presented, reader appeal, understandability, distribution, and other elements (such as whether the PAFR is a notable achievement for the government given the government's type and size, and the PAFR's creativity and usefulness). The report received a weighted average score of 75.00 percent or above from three of the four highest individual reviews.

Each entity submitting a report to the PAFR Program is provided with confidential comments and suggestions for possible improvements in the subsequent year's presentation. Your comments and suggestions, as well as a "Summary of Grading" form, are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next PAFR.

Continuing participants will find a Certificate and brass medallion enclosed with these results. The brass medallion may be mounted on your ten-year plaque. First-time recipients will find a Certificate enclosed with these results and will receive a plaque in approximately 10 weeks. The Award commemorates your achievement and may be used for formal presentations.

A current holder of a PAFR Award may include a reproduction of the Certificate in its immediately subsequent PAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions.

The PAFR Award is valid for one year. To continue your participation in the program, it will be necessary for you to submit your next PAFR to GFOA within six months of the end of your entity's fiscal year. A Popular Annual Financial Reporting Award Program Application is posted on GFOA's website at www.gfoa.org. If submitting electronically, the completed application can be scanned and e-mailed along with a link to the electronic version of the PAFR. If hard copies are submitted, four copies of the completed application should be enclosed with four copies of the PAFR. The appropriate fee may be paid by credit card or check.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain a well-presented PAFR. If we can be of further assistance, please do not hesitate to contact the PAFR Program staff in the Technical Services Center at (312) 977-9700.

Sincerely,

Michele Mark Levine

Michele Mark Levine
Director, Technical Services Center

Enclosures

Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

Williamson County

Texas

For its Annual
Financial Report
for the Fiscal Year Ended

September 30, 2017

Christopher P. Morrill

Executive Director/CEO

Commissioners Court - Regular Session **10.**

Meeting Date: 11/13/2018

Proclamation for Tree of Angels Day

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Proclamation designating December 4th, 2018 Tree of Angels Day in Williamson County.

Background

Discuss, consider and take appropriate action on approving a Proclamation designating December 4th, 2018 Tree of Angels Day in Williamson County.

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	10/26/2018 08:41 AM
Form Started By: Grace Frias		Started On: 10/25/2018 02:17 PM
Final Approval Date: 10/26/2018		

Commissioners Court - Regular Session **11.**

Meeting Date: 11/13/2018

GIS Day Proclamation 2018

Submitted By: Teresa Baker, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation declaring November 14, 2018 as Geographic Information Systems (GIS) Day.

Background

Proclamation for GIS Day 2018

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GIS Day Proclamation 2018

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Teresa Baker		Started On: 11/06/2018 01:28 PM
Final Approval Date: 11/08/2018		

Proclamation

GEOGRAPHIC INFORMATION SYSTEMS DAY

WHEREAS, Geography Awareness Week is November 11–17; and

WHEREAS, National Geographic Information Systems (GIS) Day is November 14, 2018; and

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of Williamson County; and,

WHEREAS an understanding of geographic concepts is crucial to maintaining efficient use of County resources, continued economic prosperity, and the general health and well-being of its citizens; and,

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision-making by city, county, state and federal government and,

WHEREAS, computerized GIS technologies provide more efficient means of managing geographic information, and enable government to do more with limited resources; and

WHEREAS, Williamson County is committed to expanding the use of GIS and related technologies to County departments to improve operations in order to better serve its citizens.

NOW, THEREFORE, I, Dan Gattis, County Judge of Williamson County, Texas, do hereby proclaim November 14, 2018, as GIS DAY.

_____

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **12.**

Meeting Date: 11/13/2018

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	10/22/2018 03:05 PM
Form Started By: Lydia Linden		Started On: 10/22/2018 01:18 PM
Final Approval Date: 10/22/2018		

Commissioners Court - Regular Session **13.**

Meeting Date: 11/13/2018

North Mays Extension Utility Agreement - Atmos

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Utility Agreement between Atmos Energy and Williamson County for utility relocations on North Mays Extension, a Road Bond Project in Commissioner Pct. 1.

Background

Atmos Energy has existing facilities which are in conflict with the proposed construction for the North Mays Extension Project. The reimbursement agreement allows them to relocate existing facilities (334 LF pipe) that are in conflict with the proposed roadway and install new facilities in the proposed right of way. The County will reimburse Atmos $93,665.31 for the installation of approximately 334 linear feet of gas pipeline. This relocation is 67.66% reimbursable. The total anticipated reimbursement to Atmos by the County is $93,665.31, which is 67.66% of the total eligible costs of $138,435.28. The total eligible costs do not include betterments, because those costs are paid for by the Utility Owner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Mays Extension Utility Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Dawn Haggard		Started On: 11/06/2018 05:25 PM
Final Approval Date: 11/08/2018		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 8th day of October, 2018, by and between Atmos Energy (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 2" IP Poly pipeline near the intersection of Paloma Drive and N. Mays Street (herein called Facilities).

WHEREAS, County desires to construct proposed North Mays Extension Phase 1. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Atmos Energy relocation consist of: Installation of approximately 324 linear feet of 2" HDPE pipeline and approximately 10 linear feet of ¾" HDPE service line to accommodate Williamson County Road Improvement Project.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

   Estimated 334 total ft. (Linear Foot) line along with apparatus defined as Work = $ 138,435.28 total cost.

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work. Should the County delay or cancel the Project for any reason, County agrees to reimburse Utility for all associated costs, including but not limited to preliminary design, engineering, survey, material purchasing, contract labor, etc.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Atmos Energy
Name of Utility

MT By: Jeffrey S. Knights
Authorized Signature

Jeffrey S. Knights
Print or Type Name

Title: VP Operations Mid-Tex Divison

Date: 10/18/18

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

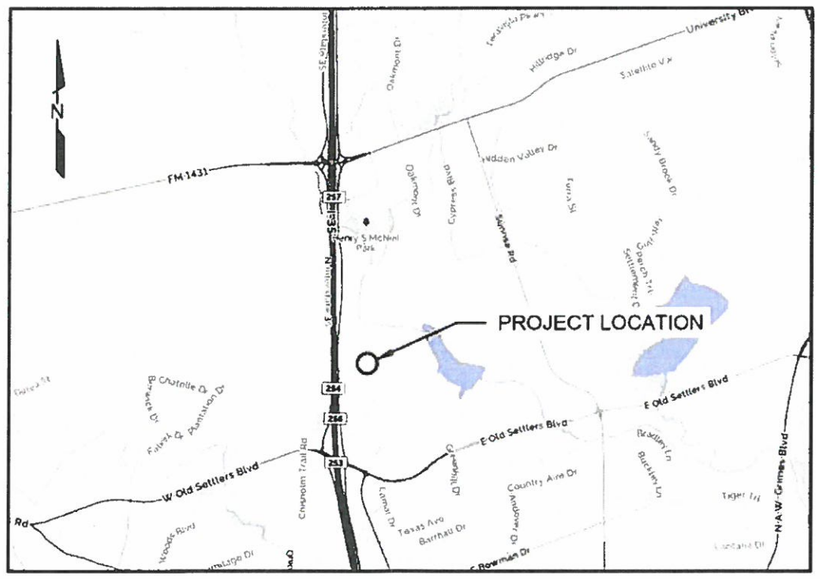
GAS UTILITY RELOCATION PLAN

GAS UTILITY RELOCATION
PROPOSED HDPE PIPELINE
N. MAYS ST. EXTENSION
CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

ATMOS energy

OWNER: ATMOS ENERGY
5420 LBJ FREEWAY
DALLAS, TEXAS 75240

REV. NO.	DRAWING INDEX	
1	UEI-080 22149-23658-1101	COVER SHEET / INDEX
1	UEI-080 22149-23658-1202	GENERAL NOTES / PIPE DATA
1	UEI-080.22149-23658-1303	PLAN, PROFILE & CROSS SECTION



LOCATION MAP
N.T.S.

STATE OF TEXAS
RAY W. HOLLIDAY
127032
LICENSED
PROFESSIONAL ENGINEER

I, RAY W. HOLLIDAY, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192 "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

Ray W. Holliday 9/6/18
RAY W. HOLLIDAY
TEXAS P.E. NO. 127032
DATE

NO.	DATE	REVISION
A	10/25/17	ISSUE FOR BID
0	12/19/17	ISSUE FOR CONSTRUCTION
1	08/29/18	ISSUE FOR CONSTRUCTION

ATMOS energy | UniversalPegasus INTERNATIONAL A Subsidiary of Huntington Ingalls Industries

PROJ. MGR.: MARTIN PEREZ		
PROJECT NO. 080.22149		UEI JOB NO.: 23658
DRAWN BY: DMH	CHECKED BY: AWD	APPROVED BY: RWH
UPI DOC. CONTROL NO.: 23658-505-GNW-00001		DATE: 01/10/17

GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
N. MAYS ST. EXTENSION
CITY OF ROUND ROCK
COVER SHEET / INDEX

WILLIAMSON COUNTY TEXAS

SCALE: AS SHOWN	SHEET 1 OF 3	REV
DRAWING NO. UEI-080.22149-23658-1101		1

\\hou-fs1\Houston-Loop-Users\23656- Atmos N. Mays Extension RRK\500 Engineering Design\505 Pipeline Drawings\IRS Issued Record Set\CAD FILES\REV 1 - IFC\UEI 080.22149-23656.dwg, 8/28/2018 9:38:17 AM

HDPE NOTES:

1. CONSTRUCT IN ACCORDANCE WITH CFR TITLE 49, PART 192 AND COMPANY'S GENERAL SPECIFICATIONS AND PROCEDURES.
2. CROSSINGS AT PUBLIC ROADS AND HIGHWAYS WILL MEET REQUIREMENTS OF TxDOT UAP/UAR (IF APPLICABLE).
3. MINIMUM COVER REQUIREMENTS TO TOP OF PIPE.

   HDPE

   PARALLEL TO RIGHT-OF-WAY: 36" BELOW SOIL NOT TO EXCEED: 42" BELOW SOIL
   HIGHWAY CROSSING: 30" BELOW PAVEMENT NOT TO EXCEED: 60" BELOW PAVEMENT
   X-ING BAR DITCHES: 30" BELOW SOIL NOT TO EXCEED: 48" BELOW SOIL
   WHERE PRACTICABLE
4. INHIBITOR: __-__ GAL. METHANOL: __-__ GAL.(ENTIRE LINE)
5. CATHODIC PROTECTION:
   - ☐ ANODES: INSTALL ___, ___ LB. ANODES PER DWG. STD.
   - ☐ RECTIFIER TO BE INSTALLED AFTER PROJECT COMPLETION.
   - ☐ EXISTING CATHODIC PROTECTION TO BE USED.
   - ☐ RECTIFIER TO BE INSTALLED AS PART OF CONSTRUCTION PROJECT.
   - ■ POLY SYSTEM, CATHODIC PROTECTION NOT REQUIRED.
6. ALL DISTANCES SHOWN ARE HORIZONTAL SURFACE DISTANCES.
7. PROPOSED AND KNOWN EXISTING PIPELINES ALONG WITH ALL KNOWN UNDERGROUND OBSTRUCTIONS TO BE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PREVIOUSLY UNDISCOVERED UNDERGROUND OBSTRUCTIONS.
8. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18" OPEN CUT/48" BORE OR HORIZONTAL DIRECTIONAL DRILL (HDD) CLEARANCE BETWEEN PIPELINE AND ALL UNDERGROUND OBSTRUCTIONS. IF ALL UNDERGROUND UTILITIES CAN BE LOCATED BY POT HOLING, THEN BORE OR HDD CLEARANCE MAY BE WAIVED TO 18" MINIMUM BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
9. NO DISTURBANCE WITHIN 3 FEET HORIZONTALLY OF EXISTING ATMOS ENERGY PIPELINES WITHOUT PRIOR APPROVAL BY ATMOS ENERGY. AN ATMOS ENERGY REPRESENTATIVE MUST BE PRESENT DURING ANY CONSTRUCTION ACTIVITIES AROUND OR OVER ATMOS ENERGY PIPELINES.
10. UNIVERSAL ENSCO, INC. MAKES NO WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE OR COMPLETE AS TO ANY AND ALL SUBSURFACE CONDITIONS. ANY RELIANCE CONTRACTOR PLACES ON THE INFORMATION CONTAINED HEREIN AS TO SUCH CONDITIONS IS DONE SO AT CONTRACTOR'S OWN RISK AND EXPENSE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.
11. THE CONTRACTOR SHALL CONTACT ATMOS ENERGY REPRESENTATIVE SHANE STARK (OFFICE: 512-310-3870) AT LEAST 72 HOURS (3 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY FOR LOCATION OF WATER AND SANITARY SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES.
12. THE CONTRACTOR SHALL CONTACT THE STATE ONE CALL SYSTEM AT 1-800-545-6005 AND DIG TESS AT 1-800-344-8377 AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES.
13. CONTRACTOR TO GATHER AND DELIVER X-Y-Z AS-BUILT DIMENSIONS FOR ALL POINTS OF INFLECTION AND TIE-INS.
14. CONTRACTOR SHALL INSTALL APPROVED TRACING WIRE ALONG THE ENTIRE LENGTH AND ADJACENT TO POLYETHYLENE PIPE. TRACER WIRE TO BE INSTALLED APPROXIMATELY TWO TO FOUR INCHES FROM PIPE AND ON SAME APPROXIMATE ELEVATION AS PIPE. TRACER SHALL BE INSTALLED ALONG WITH POLYETHYLENE PIPE IN DIRECTIONAL BORES. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED TRACER WIRE TEST BOXES APPROXIMATELY EVERY 500 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
15. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED PIPELINE MARKERS (T-POST WITH BOLT ON SIGNS) APPROXIMATELY EVERY 400 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
16. CONTRACTOR TO COORDINATE WITH THE ON-SITE ATMOS ENERGY REPRESENTATIVE FOR IMPLEMENTATION OF THE SWPPP (IF REQUIRED).
17. THESE DRAWINGS ARE FOR REFERENCE ONLY. GAS LINE LOCATIONS AND OTHER MEASUREMENTS SHOWN ON THESE MAPS ARE APPROXIMATE. ATMOS ENERGY DOES NOT GUARANTEE THE ACCURACY OF THESE MAPS NOR DOES ATMOS ENERGY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR RELIANCE THEREON. ANY RELIANCE ON THIS INFORMATION IS DONE AT CONTRACTOR'S OWN RISK.
18. UNIVERSAL ENSCO, INC. ADDED THE PROPOSED ATMOS ENERGY PIPELINE TO THE EXISTING DRAWINGS PROVIDED BY LJA ENGINEERING, INC. AND COBBFENDLEY & ASSOCIATES, INC.
19. IF VOIDS ARE ENCOUNTERED, EXCAVATION SHOULD STOP IMMEDIATELY AND CONTACT ATMOS REPRESENTATIVE MARY JOHNSON (OFFICE: 214-206-2863, CELL: 972-754-8220) TO PERFORM AN INVESTIGATION OF THE VOIDS.
20. CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED TO FILL FALSE HOLES CREATED FROM DIRECTIONAL DRILLS AFTER PIPE REMOVAL WITH FLOWABLE FILL.
21. CONTRACTOR VERIFY THE LOCATION, RELOCATION, ABANDONMENT, AND/OR TEMPORARY SUPPORT OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THE STRUCTURE AND EMBANKMENT AND COORDINATE THESE ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES, AGENCIES, AND/OR AUTHORITIES. FOR INFORMATION ON, AND RELOCATION OF, FIBER OPTIC CABLE, CALL 1-800-336-9193. SEE EXISTING UTILITY SHEETS.

CITY OF ROUND ROCK GENERAL CONSTRUCTION NOTES:

1. WHILE WORKING WITHIN THE CITY RIGHT-OF-WAY OR PUBLIC UTILITY EASEMENT, THE CONTRACTOR WILL BE REQUIRED TO COORDINATE HIS INSTALLATION ACTIVITIES THROUGH THE CITY ENGINEERING ENGINEER BILL STABLEIN AT 512-218-3237.
2. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY CITY UTILITIES (WATER AND/OR SEWER LINES) CONTRACTOR MAY USE THE INTERNET TO CONTACT DIG-TESS AT http://digtess.org
3. LANE CLOSURES ARE NOT ALLOWED IN INCLEMENT WEATHER OR IF THE PAVEMENT IS WET OR ICY.
4. THE UTILITY COMPANY OR ITS CONTRACTOR WILL BE HELD RESPONSIBLE FOR KEEPING THE CITY STREET FREE OF MUD, ROCKS AND GENERAL DEBRIS.
5. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN THE RIGHT-OF-WAY MUST BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING, AND BE PLACED AT LEAST 30' OFF THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB).
6. FIELD CREWS WILL NOT BE ALLOWED TO PARK THEIR VEHICLES WITHIN THE CITY RIGHT-OF-WAY.
7. BORE PITS LOCATED CLOSER THAN 30' FROM EDGE OF PAVEMENT MUST BE PROTECTED IN ACCORDANCE WITH THE TxMUTCD, LATEST EDITION. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING, CONES AND DRUMS.
8. ALL ASPHALT AND CONCRETE DRIVEWAYS LOCATED WITHIN THE CITY RIGHT-OF-WAY MUST BE BORED. AN EXCEPTION TO THIS RULE WILL BE ALLOWED, ONLY IF THE OWNER OF THE DRIVEWAY IS WILLING TO PROVIDE THE CITY A LETTER GRANTING THE CONTRACTOR PERMISSION TO OPEN CUT THEIR DRIVEWAY. THE LETTER MUST BE SIGNED AND REFLECT THE PROPERTY OWNER'S NAME, ADDRESS, AND PHONE NUMBER. THE CITY MAY CONTACT THE OWNER TO VERIFY THE LETTER'S ACCURACY.
9. TRAFFIC CONTROL MUST CONFORM TO CITY REQUIREMENTS AND RECOMMENDATIONS, AND SHOULD MEET OR EXCEED THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
10. THE UTILITY COMPANY AND/OR ITS CONTRACTOR MUST LOCATE EXISTING UTILITY LINES PRIOR TO DOING ANY GROUND WORK SUCH AS BORING, DIGGING, TRENCHING, OR DRILLING WITHIN THE RIGHT-OF-WAY.
11. THE CONTRACTOR WILL BE REQUIRED TO RESTORE THE GROUND TO ITS PRIOR STATE, TO THE EXTENT PRACTICABLE, AND REVEGETATE ALL DISTURBED AREAS.
12. CONTRACTOR WILL PROVIDE FLOWABLE BACKFILL AND/OR COMPACTION AS REQUIRED BY THE CITY OF ROUND ROCK.
13. THE CONTRACTOR MUST CONTACT THE CITY OF ROUND ROCK CHIEF CONSTRUCTION INSPECTOR @ 512-218-5555 48 HOURS (2 DAYS) PRIOR TO WORKING IN THE RIGHT-OF-WAY. THE CONTACT PERSON'S NAME AND PHONE NUMBER WILL BE SHOWN ON THE APPROVED UTILITY PERMIT REQUEST FORM.

PRINCIPAL DESIGN EQUATION (BARLOW'S) FOR HDPE PIPE

$$P = 2 \times S \times \frac{t}{D-t} \times .32$$

WHERE:

P = DESIGN PRESSURE (PSIG)
S = MINIMUM YIELD STRENGTH (PSI)
D = NOMINAL OUTSIDE DIAMETER (IN.)
t = NOMINAL WALL THICKNESS OF PIPE (IN.)
MAOP = MAXIMUM ALLOWABLE OPERATING PRESSURE (PSIG)

3/4" HDPE

$$P = 2 \times 1600 \times \frac{0.095 \text{ IN.}}{1.05 \text{ IN.} - 0.095 \text{ IN.}} \times .32$$

P = 102 PSIG ALLOWABLE BY CALCULATION
P = 60 PSIG ACTUAL DESIGN MAOP

2" HDPE

$$P = 2 \times 1600 \times \frac{0.216 \text{ IN.}}{2.375 \text{ IN.} - 0.216 \text{ IN.}} \times .32$$

P = 102 PSIG ALLOWABLE BY CALCULATION
P = 60 PSIG ACTUAL DESIGN MAOP

HDPE PIPE TABLE

MARK	NOMINAL PIPE SIZE (INCHES)	D O.D. (in.)	t MIN. W.T. (in.)	DIAMETER RATIO D/R	S MIN. YIELD (PSI)	MAX. DESIGN PRESSURE (PSIG)	DESIGN MAOP (PSIG)	PSIG @ 100% S.M.Y.S.	MINIMUM TEST PRESSURE (PSIG)	MAXIMUM TEST PRESSURE (PSIG)	MINIMUM TEST DURATION HOURS	% S.M.Y.S.	PIPE LENGTH (FEET)
A	3/4	1.05	0.095	11.0	1600	102	60	320	153	163	*	18.75	10
B	2	2.375	0.216	11.0	1600	102	60	320	153	163	*	18.75	324

*TESTING SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 6, LATEST EDITION.
FUSION SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 3, LATEST EDITION.

STATE OF TEXAS
RAY W. HOLLIDAY
127032
LICENSED
PROFESSIONAL ENGINEER

I, RAY W. HOLLIDAY, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE," LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

Ray W. Holliday 9/6/18
RAY W. HOLLIDAY
TEXAS P.E. NO. 127032
DATE

NO.	DATE	REVISION
A	10/25/17	ISSUE FOR BID
0	12/19/17	ISSUE FOR CONSTRUCTION
1	08/29/18	ISSUE FOR CONSTRUCTION

ATMOS energy

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

PROJ. MGR: MARTIN PEREZ		
PROJECT NO.: 080 22149		UEI JOB NO. 23656
DRAWN BY: DMH	CHECKED BY: AWD	APPROVED BY: RWH
UPI DOC. CONTROL NO.: 23656-505-GNW-00002		DATE: 01/10/17

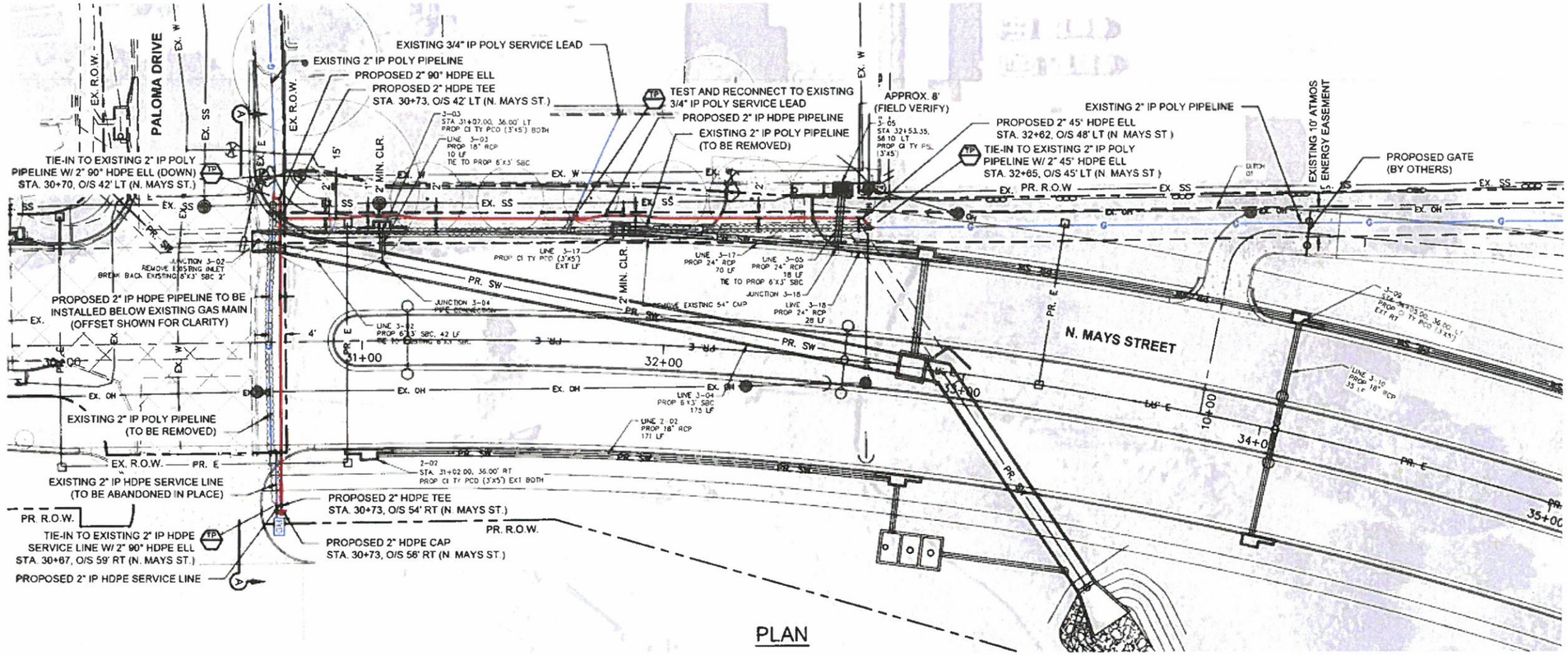
GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
N. MAYS ST. EXTENSION
CITY OF ROUND ROCK
GENERAL NOTES / PIPE DATA

WILLIAMSON COUNTY TEXAS

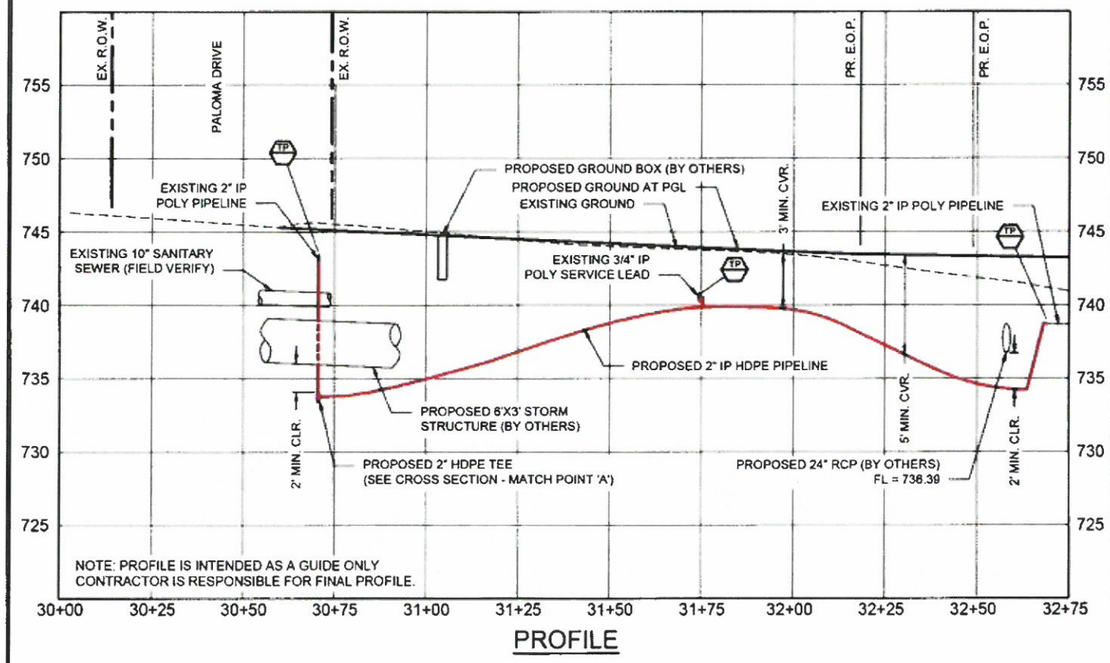
SCALE NONE	SHEET 2 OF 3	REV
DRAWING NO. UEI-080 22149-23856-1202		1

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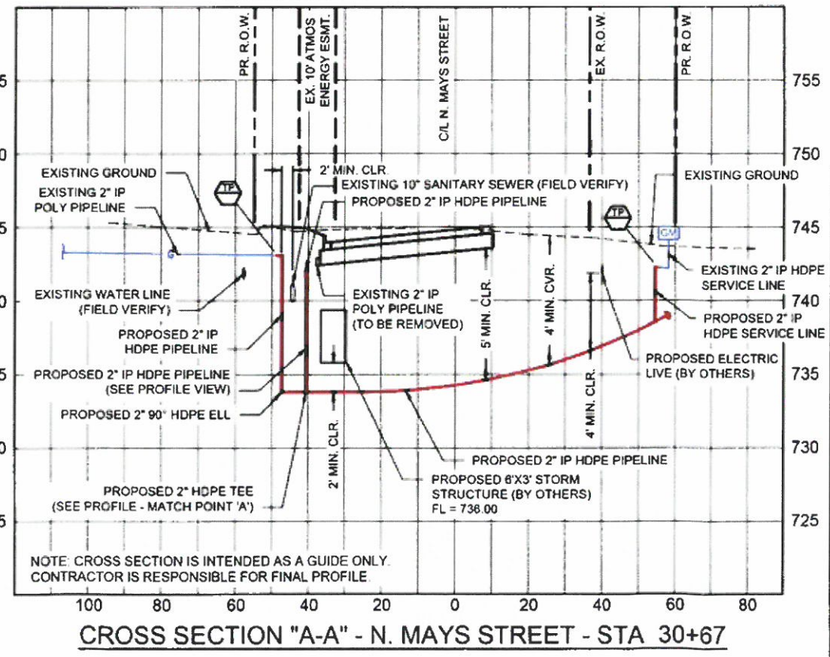
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PLAN



PROFILE



CROSS SECTION "A-A" - N. MAYS STREET - STA 30+67

STATE OF TEXAS
RAY W. HOLLIDAY
127032
LICENSED
PROFESSIONAL ENGINEER

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RAY W. HOLLIDAY
TEXAS P.E. NO. 127032
9/6/18
DATE

NO	DATE	REVISION
A	10/25/17	ISSUE FOR BID
0	12/19/17	ISSUE FOR CONSTRUCTION
1	08/29/18	ISSUE FOR CONSTRUCTION

ATMOS energy

UniversalPegasus INTERNATIONAL
A Subsidiary of Huntington Ingalls Industries

PROJ. MGR	MARTIN PEREZ		
PROJECT NO.	080.22149	UEI JOB NO	23656
DRAWN BY	DMH	CHECKED BY AWD	APPROVED BY RWH
UPI DOC CONTROL NO	23656-505-PPW-10001	DATE	01/10/17

GAS UTILITY RELOCATION
PROPOSED ATMOS ENERGY PIPELINE
N. MAYS ST. EXTENSION
CITY OF ROUND ROCK
PLAN, PROFILE & CROSS SECTION
WILLIAMSON COUNTY TEXAS

SCALE: AS SHOWN	SHEET 3 OF 3	REV
DRAWING NO. UEI-080.22149-23656-1303		1

MATERIALS WITH STORES (ITEMS ORDERED THROUGH MCJUNKIN OR ON ATMOS POs)						
DESCRIPTION	SIZE	QTY	PRICE	UNIT		COST
PIPE POLY 2 PE 3408/PE 4710 SDR11	2	324	$ 1.08	FT	$	349.92
PIPE POLY 3/4 PE 3408/PE 4710 YLW STRIPE SDR11 500FT	2	10	$ 0.26	FT	$	2.60
ELL EF 2 90 DEG PE 3408 SGL PIN TRI FUSION TRI0475	2	3	$ 24.54	FT	$	73.62
ELL EF 2 45 DEG PE 3408 SGL PIN TRI FUSION TRI0420	2	2	$ 29.52	FT	$	59.04
TEE EF 2 PE 3408 SGL PIN TRI FUSION TRI0321	2	2	$ 43.26	FT	$	86.52
CAP EF 2 PE 3408 SGL PIN GFCP 5760311	2	1	$ 8.77	FT	$	8.77
TEE TAP SDL EF 2 X 3/4 3408/4710 BF OUT 1800 EFV W/STRAP GFCP 10014815	2	1	$ 32.97	EA	$	32.97
WIRE #12 CU YLW SOLID THHN		334	$ 0.11	EA	$	36.74
TEST STATION CP 2-1/2 PIPE 2 TERM YLW LID B&T P2B200NFGT		3	$ 25.45	EA	$	76
EFV STICK 3/4 X 18 CS SCH 40 SERIES 1800 UMAC 40002		1	$ 58.96	EA	$	59
ANODE 5LB 10FT LEAD		2	$ 18.51	EA	$	37
MARKER TRIVIEW 66 IP ATMOS		6	$ 13.91	EA	$	83
				MATERIALS WITH STORES SUBTOTAL		$905.97
				TAX (8.25%)		$74.74
				FREIGHT (2.5%)		$22.65
				MATERIALS WITH STORES TOTAL		$1,003.36

COMPANY LABOR (TOTAL DIRECT CAPITAL LABOR)					
DESCRIPTION	QTY	PRICE	UNIT		COST
ENGINEERING / PROJECT MANAGEMENT	30	$ 65	HR	$	1,950
CONSTRUCTION MANAGEMENT	20	$ 70	HR	$	1,400
ENVIRONMENTAL	20	$ 35	HR	$	700
RIGHT OF WAY AGENT	40	$ 35	HR	$	1,400
FIELD CONSTRUCTION COORDINATOR (FCC)	30	$ 50	HR	$	1,500
MEASUREMENT GROUP - METER CHECK-OUT	15	$ 70	HR	$	1,050
			COMPANY LABOR TOTAL	$	8,000

CONTRACT LABOR				
DESCRIPTION	QTY	PRICE	UNIT	COST
CONTRACT ENGINEERING	357	$ 112	HR	$39,984.00
ROW AGENT (3RD PARTY)	0	$ -	HR	$0.00
FLARE SERVICE (ANALYST)	0	$ -	DAY	$0.00
ENVIRONMENTAL INSPECTION DURING CONSTRUCTION	0	$ -	EA	$0.00
ENVIRONMENTAL (PERMIT PREPARATION, CONSULTING, ETC)	0	$ -	EA	$0.00
ENVIRONMENTAL REVIEW (3RD PARTY)	0	$ -	HR	$0.00
SURVEY CREW	1	$ 12,800	EA	$12,800.00
HOT TAP FABRICATION & INSTALLATION	0	$ -	DAY	$0.00
TDW HOT TAP CREW	0	$ -	DAY	$0.00
DRS SKID INSTALLATION AND PIPING HOOK-UP	0	$ -	DAY	$0.00
PIPELINE CONSTRUCTION	1	$ 41,809	TOTAL	$41,809.33
PAINTING (SANDBLAST, PRIME, AND FINISH)	0	$ -	DAY	$0.00
FENCE & VEHICLE BARRICADES	0	$ -	DAY	$0.00
GRAVEL SITE AFTER INSTALLATION	0	$ -	DAY	$0.00
CONSTRUCTION INSPECTOR (3RD PARTY)	8	$ 630	DAY	$5,040.00
NDT COMPANY (X-RAY)	0	$ -	DAY	$0.00
CROSS BORE INSPECTION	300	$ 7	FT	$2,100.00
			CONTRACT LABOR TOTAL	$101,733.33

DIRECT COST OVERHEADS		
DESCRIPTION		COST
BENEFITS OVERHEADS (43.0% OF COMPANY LABOR)		$3,440.00
STORES OVERHEADS (2.0% OF MATERIALS W/STORES)		$20.07
	DIRECT OVERHEADS TOTAL	$3,460.07

TOTAL DIRECT COSTS	$114,196.76

DESCRIPTION	COST
RHUTTs (22.0% OF COMPANY LABOR + 2.0% OF CONTRACTOR LABOR)	$3,794.67
AFUDC DEBT (0.2500% OF DIRECT AND INDIRECT TOTALS EXCLUDING AFUDC)	$345.23
DIVISION OVERHEADS (11.6% OF DIRECT COSTS)	$13,246.82
CORPORATE OVERHEADS (Corp. A&G, BU, A&G, etc.)	$6,851.81
TOTAL INDIRECT COSTS	$24,238.52

TOTAL DIRECT AND INDIRECT COSTS	$138,435.28

NOTES:

CONSTRUCTION COST PROVIDED BY ATMOS CONSTRUCTION SERVICES.

ONE GENERAL CONTRACTOR FROM INCEPTION TO COMPLETION AND PRICES CONTINGENT ON AVAILABILITY OF CONTRACTOR AT TIME OF AWARD.

ESTIMATE DOES NOT INCLUDE COSTS FOR HOLDING SCHEDULE IN EXTREME WEATHER CONDITIONS.

CONSTRUCTION ESTIMATE DOES NOT INCLUDE COSTS ASSOCIATED WITH SWPPP PERMITTING.

CORPORATE OVERHEAD RATE VARIES AT TIME OF ITEM COST.

ENVIRONMENTAL COSTS ARE BASED ON PREVIOUS ATMOS ENERGY PROJECTS WITH A SIMILAR SCOPE OF WORK.

CONSTRUCTION MANAGEMENT PROVIDED BY ATMOS ENERGY.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/15/2018

Estimated Completion Date: 11/15/2018

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 67.66 % eligible.

ATTACHMENT "C"

N. Mays Extension RRK

August 24, 2018

ELIGIBILITY RATIO SUMMARY

Atmos Energy

SHEET No. & Sta. Limits	LF Non-Eligible	LF Eligible	LF Outside of Project
UEI-080.22149-23656-1303	108.00	226.00	0
TOTAL =	**108**	**226**	**0**

Eligible =	226.00
Non-Eligible =	108.00
GRAND TOTAL =	**334**

ELIGIBILITY RATIO = **67.66%**

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

Attachment F

City of Round Rock Permit
and Utility Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-North Mays St. – Atmos

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: North Mays St.:
From Paloma Dr. to Oakmont Dr.

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Atmos Energy , hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 4th day of September, 2018, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

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

Owner Atmos Energy
Utility Name

By _____
Authorized Signature

Title: VP Operations Mid-Tex Division

Date: 10/18/18

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

CobbFendley

Received

NOV 05 2018

HNTB Corporation
Round Rock

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

Date: November 5, 2018
CobbFendley Job: 1703-011-03-06
Re: North Mays Extension Phase 1 – Atmos Energy

Utility Agreements

ATTENTION: Eddie Church 512-527-6723

WE ARE SENDING YOU THE FOLLOWING VIA: Hand Delivered

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	
5	North Mays Extension Phase 1 – Atmos Energy Agreements

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

Mr. Church:
Please see the attached Atmos Energy Agreements for the above project.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED _____
Michael Andrews, Utility Specialist

505 East Huntland Drive, Suite 100 | Austin, Texas 78752 | 512.834.9798 | fax 5125.834.7727 | www.cobbfendley.com

Commissioners Court - Regular Session **14.**

Meeting Date: 11/13/2018

2006 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $613,195.23 from Lakeline Blvd Right Turn Lanes (P331) to 2006 Road Non-Departmental (P156).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2006 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/05/2018 12:05 PM
Form Started By: Emmeline Palma		Started On: 11/05/2018 11:21 AM
Final Approval Date: 11/05/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Auditor's Office

From: Michael J. Weaver

Date: November 5, 2018

Re: 2006 Road Bond Budget Adjustments

In an effort to close out the 2006 Road Bond program, please make the following 2006 Road Bond budget adjustments.

- Close P-331 Lakeline Blvd Right Turn Lanes and move all remaining funds to P-156 2006 Unallocated. We will open a new 2013 Road Bond project for the balance of the current contracts including the construction award.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **15.**

Meeting Date: 11/13/2018

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $650,000 from 2013 Road Non-Departmental (P290) to Lakeline Blvd Right Turn Lanes (P331).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/05/2018 12:05 PM
Form Started By: Emmeline Palma		Started On: 11/05/2018 11:23 AM
Final Approval Date: 11/05/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office
Jolene Crist, Williamson County Contract Auditor

From: Michael J. Weaver

Date: November 5, 2018

Re: 2013 Road Bond Budget Adjustments

During the recent budget adjustments for the 2006 Road Bond Program we closed a project – P331 Lakeline Right Turn Lanes. The intent is to fund the construction of this project with 2013 Road Bond funds. The construction bids are scheduled for Commissioners Court approval on November 13th.

Please make the following budget adjustment:

- Create a new project/P331 for Lakeline Right Turn Lanes and move $650,000.00 from P-290 2013 Unallocated to cover the new P331.

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **16.**

Meeting Date: 11/13/2018

FY 2019 Transportation Corridor Budgets

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving to allocate $12.0 million ($7.0 from the General Fund budget and $5.0 million from the Road & Bridge budget) for the Transportation Corridor Program to LTP ROW (P457) of $5.5 million, Corridor C/SH29 Bypass (P459) of $2.25 million, Corridor F/US183 (P461) of $1.0 million Corridor H/Sam Bass Road (P462) of $2.25 million and Southeast Corridor (P463) of $1.0 million.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY2019 LTP Corridor Budget Allocation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Emmeline Palma		Started On: 11/05/2018 11:25 AM
Final Approval Date: 11/08/2018		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office

From: Michael J. Weaver

Date: November 5, 2018

Re: FY 2019 Transportation Corridor Budgets

Based on Commissioners Court action to fund a total of $12.0 million for the Transportation Corridor Program ($7.0 from the General Fund budget and $5.0 million from the Road & Bridge budget), please find summarized below the FY19 allocation to the five (5) corridors and the ROW preservation program.

- Add $5.5 million to P457 LTP ROW
- Add $2.25 million to P459 Corridor C/SH 29 Bypass
- Add $1.0 million to P461 Corridor F/US183
- Add $2.25 million to P462 Corridor H/Sam Bass Road
- Add $1.0 million to P463 Southeast Corridor

If you have any questions please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Charlie Crossfield, Sheets & Crossfield, LP
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **17.**

Meeting Date: 11/13/2018

Discuss consider and take appropriate action on a Williamson County License Agreement between Williamson County and Fountainwood Estates HOA

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 a Williamson County License Agreement between Williamson County and Fountainwood Estates Homeowner's Association, Inc. relating to improvements to be placed in Williamson County's right of way, as depicted in Exhibit "A" of the License Agreement.

Background

Fountainwood Estates Homeowner's Association, Inc. is requesting permission from the County to relocate their community mailbox within the County's right of way.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fountainwood License Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Form Started By: Kelly Murphy		Started On: 11/08/2018 09:40 AM
Final Approval Date: 11/08/2018		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and **FOUNTAINWOOD ESTATES HOMEOWNER'S ASSOCIATION, INC.**, a Texas non-profit corporation ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements thereof whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing

insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to

be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and

termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. 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.

B. 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.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:
Fountainwood Estates Homeowner's Association, Inc.
c/o: Certified Management of Austin
101 River Hills Drive
Georgetown, Texas 78628
E-mail: jenglish@cmaaustin.com

To County At:
Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: jengland@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. 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.

H. Compliance with Laws. Each party to this Agreement 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

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

J. 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.

K. 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.

L. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, to be effective as the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY,
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

Fountainwood Estates Homeowner's Association, Inc.,
a Texas non-profit corporation

By: Debbie Galloway

Printed Name: Debbie Galloway

Title: President

Date: Nov. 6, 2018

ATTEST:

By: [signature]
~~Secretary~~ Agent

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

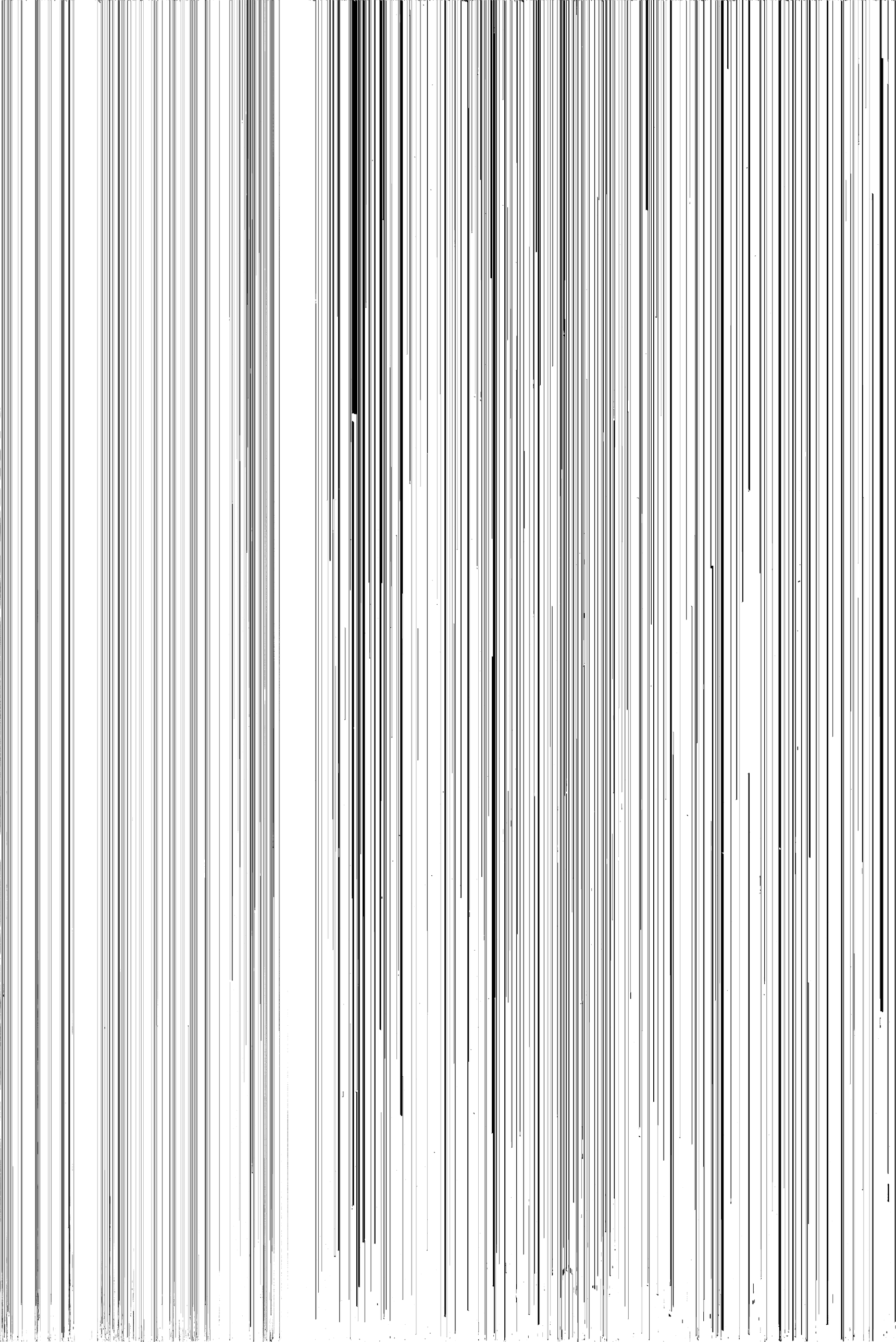
This instrument was acknowledged before me on this the 6th day of November, 2018, by Debbie Galloway President of Fountainwood Estates Homeowner's Association, Inc., a Texas non-profit corporation.

JOHNNIE L. EPPS
Notary Public, State of Texas
Comm. Expires 05-10-2021
Notary ID 12295125

[signature]
NOTARY PUBLIC, State of Texas

EXHIBIT “A”

LICENSED PROPERTY



Commissioners Court - Regular Session **18.**

Meeting Date: 11/13/2018

Georgetown Annex P325 - Change Order 18

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 18 from Chasco Constructors in the amount of $27,793.83 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers and Owners Contingencies.

Background

Change order for various necessary scopes of work discovered through Request for Information submitted by the contractors and Architectural Supplemental Instructions issued by the Architect for items that were not specified in the original plans and specs to include additional base material under sidewalks, changes in the pavement specifications, added TV locations and changes in millwork.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTA Change Order 18

GTA CO18 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Gina Wrehsnig		Started On: 11/07/2018 09:17 AM
Final Approval Date: 11/08/2018		

CHASCO CONSTRUCTORS

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

Change Order

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

Change Order: 18
Date: 10/30/2018
Architect's Project:

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

The Contract is changed as follows:
Misc Subcontractor Change Orders

Misc Subcontractor Change Orders	
Owner's Contingency	<$12,039.48>
Owner's Contingency	$12,039.48
Contractor's Contingency	<$15,754.35>
Contractor's Contingency	$15,754.35
Total	$0

See attached breakdown and backup

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

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

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

ARCHITECT	CHASCO CONSTRUCTORS CONTRACTOR P.O. BOX 1057 ROUND ROCK, TX 78680	OWNER
(Signature)	*(Signature)*	*(Signature)*
By Keith A. Hickman	By BILL BAMBRICK	By
Date 31 Oct. 2018	Date 10-31-18	Date

Wilco Annex #15092 10/29/2018

Change order #18 Misc Subcontractor Change Orders

item	subcontractor	description	amount	owner contingency	contractor contingency
01	Chasco	Revise Type D HMAC to PG 70-22	$ 9,063.00	$ 9,063.00	
02	Chasco	Add 2' low PI select fill under sidewalks per Balcones	$ 9,176.00		$ 9,176.00
03	American Door	Add door, frame & hrdwr at JP201	$ 2,292.00		$ 2,292.00
04	Black Box	Add data for two added TV's	$ 234.48	$ 234.48	
05	Colvin Electric	Add conduit, power boxes for two added TV's	$ 1,167.00	$ 1,167.00	
06	Impressions Architechteral	Add millwork at Evidence storage C127	$ 1,575.00	$ 1,575.00	
		subtotal	**$ 23,507.48**	$ 12,039.48	$ 11,468.00
07	Chasco	Add fee for Contractor Contingency CO's #11 thru #18			
		CO #11 Contractor Contingency	$ 54,730.00		
		CO #12 Contractor Contingency	$ 7,623.00		
		CO #13 Contractor Contingency	$ 2,239.12		
		CO #14 Contractor Contingency	$ -	already included on CO #14	
		CO #15 Contractor Contingency	$ 40,182.81		
		CO #16 Contractor Contingency	$ 18,039.40		
		CO #17 Contractor Contingency	$ 8,596.00		
		CO #18 Contractor Contingency	$ 11,468.00		
			$ 142,878.33		
		3% fee	$ 4,286.35		
		subtotal	$ 23,507.48		
		Total CO #18	**$ 27,793.83**		

Bill Bambrick

From: Dale Butler <dbutler@wilco.org>
Sent: Thursday, October 25, 2018 8:02 AM
To: Bill Bambrick
Subject: RE: Annex paving

Please go with option # 1. $ 9,063

Dale Butler
Facilities Director
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1609

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From: Bill Bambrick [mailto:bill@chasco.com]
Sent: Wednesday, October 24, 2018 9:05 AM
To: Dale Butler <dbutler@wilco.org>
Subject: RE: Annex paving

Dale,

Here are three options to consider:

1. Revise 2" Type D HMAC from TxDOT Item 340 to PG 70-22 (per pavement report), keep chip seal in project = add $9,063
2. Revise 2" Type D HMAC from TxDOT Item 340 to PG 70-22, increase HMAC thickness to 2.25", delete chip seal = No cost change, $0.00
3. Revise 2" Type D HMAC from TxDOT Item 340 to PG 70-22, leave HMAC thickness at 2", delete chip seal = Deduct ($25,240.38)

Please let us know which way you'd like to go.

Thanks,

Bill Bambrick
Senior Project Manager

CHASCO CONSTRUCTORS

General Contractor
Construction Manager
Excavation
Concrete
Utilities

P.O. Box 1057
Round Rock, TX 78680
Tel: (512) 244-0600
Fax: (512) 244-6085
www.chasco.com

CHASCO CONSTRUCTORS

CHANGE ORDER PROPOSAL
WILCO ANNEX
Chasco Project No: 15092
9/26/2018

Chasco Cost Code: EXCAVATION & SELECT FILL CODES
Work Location: Inner Loop, Georgetown, TX 78626

Prepared by: Bill Bambrick

Description: Excavate 2' and replace with 2' of TCS flex base select fill under the 2 each 8' sidewalks and 3 each 6' sidewalks from the building to the sidewalk at the curbline. Over build is 3" per Geotech. 2' replacement was authorized by the Geotechnical Engineer.

					LABOR		MATERIALS		EQUIP/SUBCONTRACT		
ITEM	Cost code	DESCRIPTION	Qty	Unit	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	TOTAL
1		Earthwork Superintendent	2	hr	95.00	$190	0.00	$0	0.00	$0	$190
2		flex base under siewalks	12	hr	80.00	$960	0.00	$0	0.00	$0	$960
3		Equipment Operator	24	hr	28.00	$672	0.00	$0	0.00	$0	$672
4		Skilled Laborer	32	hr	24.00	$768	0.00	$0	0.00	$0	$768
5		Truck Driver	5	hr	23.00	$115	0.00	$0	0.00	$0	$115
6		Mobilize Equipment/Material	1	LS	0.00	$0	0.00	$0	400.00	$400	$400
7		Wheel Loader	12	hr	0.00	$0	0.00	$0	60.00	$720	$720
8		Skid Steer	12	hr	0.00	$0	0.00	$0	40.00	$480	$480
9		Walk-behind Compactor	10	hr	0.00	$0	0.00	$0	12.00	$120	$120
10		TCS Flex Base	246	ton	0.00	$0	6.75	$1,661	0.00	$0	$1,661
11		Haul Flex Base Tandems	246	ton	0.00	$0	0.00	$0	4.00	$984	$984
12		Water Truck	5	hr	0.00	$0	0.00	$0	48.00	$240	$240
13		3/4 Ton Pickup	2	hr	0.00	$0	0.00	$0	15.00	$30	$30
14		1 Ton Truck	12	hr	0.00	$0	0.00	$0	21.00	$252	$252
15		Haul off spoils-Tandems	15	ld	0.00	$0	0.00	$0	50.00	$750	$750
		SUBTOTALS				$2,705		$1,661		$3,976	$8,342

Further description:

Overhead & Profit	10.00%	$834
SUBTOTAL		$9,176
Bond	0.000%	$0
GRAND TOTAL		$9,176

American Door

CONTRACTOR:	CHASCO CONSTRUCTORS	DATE:	9/28/2018
ADDRESS:		ADP JOB #:	300757
CITY, STATE,ZIP:		JOB NAME:	WILCO
ATTN:	BILL BAMBRICK	REF #:	ADD DR. JP201
FAX#:			

Project: 300757 - Williamson County Annex
Contemplated Change Order # 14
Add JP201

1	Single Door #JP201	CORRIDOR JP236 from COURTROOM JP201			RHR
1	WD 3070 1 3/4 F PC HPDL W60 DPC RHR (CL-GEN; ED-VON; HN-IVE(3); SA-SUR)				
1	3070 SGL C EGFC 18 KD 4 558 LH				
3	Hinges	5BB1HW 4 1/2 x 4 1/2 NRP		630	IV
1	Exit Device	98L x 996L-R&V 17 299 425-SNB (QTY-2)	RHR	US26D	VO
1	Rim Cylinder	12E-72 PATD CORMAX PATENTED KEYING		626	BE
1	Construction Core	1CC7A2		GRN	BE01
1	Door Closer	SC71 HW/PA TBWMS		689	FL
1	Kickplate	8400 10" x 34" B-CS		US32D	IV
1	Wall Bumper	WS406/407CCV		US32D	IV
1	Gasketing	5050 C-17 17'			NA
1	Auto Door Bottom	423 N 36"			NA
1	Saddle Threshold	211 36" 10-24 MS'LA		AL	NA

Section Totals

08 14 16 Flush Wood Doors	320.37
08 71 00 Door Hardware	1,400.81
08 11 17 Prefinished Steel Door Frames	271.61
Pre-Tax Total	1,992.79

	HM DOOR	HM FRAME	WD DOOR	HARDWARE	STAINLESS
TOTAL COST		$271.61	$320.37	$1,400.81	$0.00
MARKUP 15.00%	$0.00	$40.74	$48.06	$210.12	$0.00
REVIEW CHARGE	$0.00	$0.00	$0.00	$0.00	$0.00
MACH SETUP FEE	$0.00	$0.00	$0.00	$0.00	$0.00
HDWE COOR FEE	$0.00	$0.00	$0.00	$0.00	$0.00
FREIGHT	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$312.35	$368.43	$1,610.93	$0.00

SUB TOTAL $2,291.71

	TAX	0.00%	$0.00
	GRAND TOTAL		$2,292

Luis Hinojosa

Accepted by:

Date: 9/28/18

BILL BAMBRICK
GR. PM, CHASCO

BLACK BOX
NETWORK SERVICES
Formerly ACS Dataline

Change Order

Change Order # 2

Your Office Address	2535 Brockton Drive Suite 400 Austin, Texas 78758
Project Manager:	Larry Atkinson
Customer Billing Address:	Chasco Constructors-Williamson County PO Box 1057 Round Rock TX 78680
Customer Authorizing Agent:	Mark Lee
Phone:	512 992 5863
Email:	mark.Lee@chasco.com

BBNS Job #:	PRJ00084026
Service Order Issue Date:	10/24/18
Job Contract/P.O. Number:	
Project Foreman:	
Site Location:	Williamson County Annex
General Contractor:	N/A
G.C. Project Manager:	N/A
Phone/Pager:	N/A

SCOPE OF CHANGE ORDER:
add 2 additional TV locations per Bill Bambrick's request of 10/23/18

MATERIAL DESCRIPTION:		QTY	UNIT COST	SUB-TOTAL	TAX RATE	TOTAL COST
4 pair Cat ^ Plenum Cable Blue 7131800		200	$0.24	$48.40		$48.40
Cat 6 RJ45 Insert Blue NK688MBUY		2	$4.60	$9.20		$9.20
2-port Flush Mount White faceplate NK2WHY		2	$1.44	$2.88		$2.88
		0	$305.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
Misc		0	$0.00	$0.00		$0.00
			MATERIAL TOTAL	$60.48		$60.48

LABOR:		HOURS	RATE	SUB-TOTAL	TAX RATE	TOTAL COST
LABOR:		3	$58.00	$174.00		$174.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
		0	$0.00	$0.00		$0.00
PROJECT MANAGEMENT		0	$0.00	$0.00		$0.00
			LABOR TOTAL	$174.00		$174.00

CHANGE ORDER TOTAL	$234.48
PREVIOUS CONTRACT AMOUNT	$141,473.68
REVISED CONTRACT AMOUNT	$141,708.16

This Change Order becomes part of and in conformance with the Terms and Conditions of the existing contract indicated above. By signing below, Black Box, L.P. agrees to make the requested changes, as specified in this document and,by signing below, the Customer agrees to pay for said changes.

BBNS will provide and install the above Change Order, once executed, on or before: _____ *Date*

BBNS, Authorized Signature: Larry Atkinson

Print Name: Phone: Fax: (512) 837-6767

OWNER/CUSTOMER

Accepted - The above price(s) and Service Order Scope is satisfactory and is hereby accepted. All work will be performed under the same terms and condition as specified in the Original Contract unless otherwise stipulated.

Customer Name: _____ Phone: _____

Customer Signature: _____ Date: _____ EXT.

Shelley Butler

From: Bill Bambrick
Sent: Thursday, October 25, 2018 9:11 AM
To: Shelley Butler
Subject: FW: Change order 2 Williamson County Annex 10-24-18.xls
Attachments: Change order 2 Williamson County Annex 10-24-18.xls

Please print this and add to the pending CO folder

Bill Bambrick
Senior Project Manager

CHASCO CONSTRUCTORS

General Contractor
Construction Manager
Excavation
Concrete
Utilities

P.O. Box 1057
Round Rock, TX 78680
Tel: (512) 244-0600
Fax: (512) 244-6085
www.chasco.com

From: Larry Atkinson <Larry.Atkinson@BlackBox.com>
Sent: Wednesday, October 24, 2018 4:07 PM
To: Bill Bambrick <bill@chasco.com>
Subject: Change order 2 Williamson County Annex 10-24-18.xls

Hello Bill.

I have attached our change order 2.

Please call me if you have any questions.

Thank you

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CHANGE ORDER #
CHAS01-017

DATE: **October 24, 2018**
NAME: **Bill Bambrick**
COMPANY: **Chasco Constructors**
RE: **Williamson County Annex**
Description: Pricing for adding more TV rough-in per revised ASI 21 in Entry 101 and Commissioner's Office. See Notes:

CHANGE ORDER REQUEST

MATERIAL (SEE ATTACHED)				$163.50
MATERIAL TOTAL				$163.50
LABOR				
	12.68	ELECTRICIAN HOURS AT	$45.00 /HOUR	$570.60
LABOR TOTAL				$570.60
MISCELLANEOUS EXPENSES				
FREIGHT				$0.00
EQUIPMENT RENTAL				$0.00
EXPEDITE SHIPPING COST				$0.00
MISCELLANEOUS TOTAL				$0.00

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

THIS CHANGE ORDER WILL ADD 1 DAYS TO THE CONSTRUCTION SCHEDULE. SHOULD CHANGE ORDER WORK BE APPROVED WITH NO ADDITIONAL TIME GIVEN OVERTIME LABOR WILL ADD TO THE CHANGE ORDER PRICE AS FOLLOWS:

ELECTRICIAN O.T 12.68 X $45.00 X 1/2 = $285.30

MATERIAL		$163.50
MISCELLANEOUS		$0.00
LABOR		$570.60
SUBTOTAL		$734.10
O & P	10%	$73.41
Bond Adder	4%	$32.30
TOTAL		$840.00

ADD TO CHANGE ORDER IF WORK IS DONE AT OVERTIME		
LABOR with BURDEN		**$285.30**
OH&P	**10%**	**$28.53**
Bond Adder	**4%**	**$12.55**
TOTAL		**$1,167.00**

COLVIN ELECTRIC, INC. • 3901 KELLY LANE • PFLUGERVILLE, TEXAS 78660 • (512) 388-2271

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1-800-803-9292, 512-463-6599

License: TECL #17495

website: www.license.state.tx.us/complaints

Job Name: Williamson Co Annex
Job Number: 131
Extension Name: CHAS01-17 ASI 21 revised - added more TV's

[Items and ByProducts]

Material Filter: <None>
Report: Price 1 & CO 1 by CC

Item #	Item Name	Quantity	Price 1	U	Ext Price 1	CO Lbr 1	U	CO Lbr 1 Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combinec					$163.50			12.68	
CCode: Demolition					$0.00			4.00	
69,226	1 HOUR LABOR (DEMOLITION)	4.00	$0.00	X	$0.00	1.00	E	4.00	ad
CCode: Branch Rough					$132.12			5.90	
1,460	1/2 EMT	40.00	$42.77	C	$17.11	2.49	C	1.00	cb
1,461	3/4 EMT	10.00	$66.97	C	$6.70	3.72	C	0.37	cb
1,462	1 EMT	30.00	$111.60	C	$33.48	4.94	C	1.48	cb
1,581	1/2 EMT CONN D/S	4.00	$42.64	C	$1.71	5.02	C	0.20	cb
1,607	1 EMT CONN D/C	2.00	$205.36	C	$4.11	7.54	C	0.15	cb
1,630	3/4 EMT CONN S/S	2.00	$41.01	C	$0.82	6.28	C	0.13	cb
1,677	1/2 EMT COUP D/S	5.00	$46.78	C	$2.34	3.77	C	0.19	cb
1,894	1/2 EMT 1 HOLE STP/STL	6.00	$41.90	C	$2.51	3.77	C	0.23	cb
1,895	3/4 EMT 1 HOLE STP/STL	4.00	$56.00	C	$2.24	3.77	C	0.15	cb
1,896	1 EMT 1 HOLE STP/STL	6.00	$99.17	C	$5.95	3.77	C	0.23	cb
4,556	1 BUSH PLASTIC	6.00	$65.24	C	$3.91	7.16	C	0.43	cb
5,997	BOX SUPPORTS-CLIP ON	6.00	$100.18	C	$6.01	3.77	C	0.23	cb
26,008	4/S BOX 1-1/2" DEEP	3.00	$257.64	C	$7.73	12.56	C	0.38	cb
26,009	4/S BOX 2-1/8" DEEP	3.00	$427.42	C	$12.82	12.56	C	0.38	cb
26,011	4/S SG MUD RING 1/2"DP	6.00	$411.41	C	$24.68	6.28	C	0.38	cb
CCode: Hangers/Anchors					$0.79			0.82	
5,951	TEK SCREWS	26.00	$30.42	M	$0.79	3.14	C	0.82	ch
CCode: Trim Devices/Plates					$12.70			1.36	
25,535	1G IV PLAS DUPL RECP PLATE	3.00	$1.50	C	$0.05	6.28	C	0.19	dt
25,551	1G IV PLAS TELEPHONE PLATE	3.00	$54.03	C	$1.62	6.28	C	0.19	dt
25,780	DUPLEX 20A RECP, STANDARD	3.00	$125.85	C	$3.78	25.12	C	0.75	dt
27,308	GROUND SCREW/#14 PIGTAIL	3.00	$241.87	C	$7.26	7.54	C	0.23	dt
CCode: Branch Wire					$17.89			0.60	
11	12 THHN CU STRANDED	120.00	$149.08	M	$17.89	5.00	M	0.60	wb
[Items and ByProducts] Total:					$163.50			12.68	

impressions.

architectural millwork

A division of Impressions In Wood, Inc
12121 old huffmeister
cypress, tx 77429
office: 281-477-8080
fax: 281-477-8088

Millwork Proposal
Project Name: Williamson County – Evidence Storage ADD

Prepared for: Bill Bambrick
Company: Chasco Constructors
Office: (512) 244-0600

Proposal Date: October 18, 2018
Valid for: 30 days
Fax: (512) 244-6085

Scope: Millwork/ casework fabrication, delivery and installation.

Evidence Storage C127

- Total LF: 4' 6"
- Plastic laminate base cabinets with drawers
- Includes 1 box-box-box-file cabinet
- Plastic laminate countertop with 4" backsplash

Total Add----------$1,575.00

Sales Tax Excluded – Exemption Certificate on File

To accept this bid please sign/date and fax back to (281) 477-8088
Name_____ Date_____

Thank You,

Brian Dumaine

/st

Williamson County Facilities - Allowance & Contingency Tracking Log

Change Orders To-Date: 18

Change Order No.	Date Submitted	Date Approved	Description	Affected Sub/Supplier	Court Agenda Date	Party of Initiation	Time Ext (Days)	Cost of Work	$24,685.00 Misc. joint sealants	$12,180.00 Misc rough carpentry	$60,000.00 Rented equipment	$20,000.00 Misc. dirtwork & paving	$ 18,471.00 Misc. Metal Panels & ACM	$ 12,000.00 Safety Cables @ First & Second Floor Allowance	$ 100,000.00 Security Systems Allowance	$ 10,000.00 Temp Lighting at Crawl Space Allowance	$ 10,000.00 Structural Concrete Allowance	$ 10,000.00 Reinforcing Steel Allowance	$ 10,000.00 Structural Steel Allowance	$ 20,000.00 Misc. Utility costs	$ 70,000.00 Owner Signage Allowance	$ 10,000.00 Owner Residential Appliance Allowance	$ 60,000.00 Owner Commercial Kitchen Allowance	$ 2,500.00 Owner Interior Blinds Allowance	$ 305,099.00 Owner's Project Contingency	$ 431,081.00 CM Contingency	$ 449,630.00 General Conditions	$ 418,526.00 Construction Phase Fee	$ 95,947.00 Buyout Savings (Current)	GMP Total	Total Updated Contract Amount
Contract																														$14,919,081.00	**$14,919,081.00**
CO#1, CR#1	10/17/17	10/30/17	Temporary Electrical	CHASCO		CHASCO	0	($18,000.00)																	$18,000.00					$0.00	$14,919,081.00
CO#1, CR#2	10/17/17	10/30/17	Revise pavement cross-section	CHASCO		WILCO	10	$82,000.00																	($82,000.00)					$0.00	$14,919,081.00
CO#1, CR#3	10/17/17	13/30	Add french drain	CHASCO		CHASCO	5	$32,775.00																	($32,775.00)					$0.00	$14,919,081.00
CO#2, CR#4	12/22/17	1/17/18	Revise pier reinforcing at pavilion	CMC		JQ ENG	0	$1,714.00										($1,714.00)												$0.00	$14,919,081.00
CO#2, CR#4	VOID	VOID	Form Savers at Leave Outs	CMC		JQ ENG	0	$2,821.00						VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
CO#2, CR#5	12/22/17	1/17/18	Electrician Additional Bond Fee	COLVIN		CHASCO	0	$681.00																		($681.00)				$0.00	$14,919,081.00
CO#2, CR#6	12/22/17	1/17/18	Waterline Changes	CHASCO		CHASCO	0	$18,743.00													($18,743.00)									$0.00	$14,919,081.00
CO#3, CR#7	12/7/17	12/19/17	Additional Lime Treatment	LHOIST		CHASCO	0	$52,152.70																	($52,152.70)					$0.00	$14,919,081.00
CO#4, CR#8	12/22/17	1/17/18	Lime Treatment Deduct	LHOIST		CHASCO	0	($9,585.64)																	$9,585.64					$0.00	$14,919,081.00
CO#4, CR#9	12/22/17	1/17/18	Revise Floor Boxes	COLVIN ELECTRIC		KAH	0	$2,154.00																	($2,154.00)					$0.00	$14,919,081.00
CO#4, CR#10	12/22/17	1/17/18	Timely Door Frames - Alumatone	AM. DOOR		KAH	0	$3,149.00																	($3,149.00)					$0.00	$14,919,081.00
CO#5, CR#11	1/23/18	1/23/18	Add french drain at upper side of pkg lot	CHASCO		CHASCO	0	$37,110.50																	($37,110.50)					$0.00	$14,919,081.00
CO#5, CR#12	1/23/18	1/23/18	Revise crawl space drain/waste piping to PVC	ACCENT PLUMBING		HCE	0	($18,000.00)																	$18,000.00					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	demo & relocate exist. light pole/rehead	COLVIN ELECTRIC		CHASCO	0	$6,770.00																	($6,770.00)					$0.00	$14,919,081.00
CO#6, CR#13	2/7/18	3/2/18	Demo light pole base/replace light pole base	CHASCO		CHASCO	0	$1,900.00																	($1,900.00)					$0.00	$14,919,081.00
CO#6, CR#14	2/7/18	3/2/18	Revise stair treads per returned submittal	FLOORING SOLUTIONS		KAH	0	$6,573.00																	($6,573.00)					$0.00	$14,919,081.00
CO#6, CR#15	2/14/18	3/2/18	Cut/resize tile per KAH	FLOORING SOLUTIONS		KAH	0	$5,808.00																	($5,808.00)					$0.00	$14,919,081.00
CO #7, CR#16 & #18	3/27/18	4/15/18	Door and Hardware Changes/Temp. lighting	AMERICAN DOOR		KAH	0	$4,479.13								($4,479.13)														$0.00	$14,919,081.00
CO#7, CR#17 & #18	3/27/18	4/15/18	Additional Floor Boxes/Temp. lighting	FELIX MEDIA		KAH	0	$2,759.00								($2,759.00)														$0.00	$14,919,081.00
CR#19	Void	VOID	VOID	VOID	VOID	VOID	VOID	VOID					VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
GMP CO#1, CR #20	4/24/18	4/26/18	Security Systems Allowance Return	CHASCO		CHASCO	0	$0.00							($100,000.00)																($100,000.00)	$14,919,081.00
CO#8	4/25/18	VOID	VOID	VOID		Chasco	0	VOID						VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	VOID	$0.00	$14,919,081.00
CO#9, CR#21	4/25/18	5/1/18	Added I-beam lintel at elevator shaft wall	DESIGN WELD FAB		CHASCO	0	$3,672.00												($3,672.00)										$0.00	$14,919,081.00
CO#9, CR#22	4/25/18	5/1/18	Add bent plates and angles at 2nd floor	DESIGN WELD FAB		CHASCO	0	$3,317.00												($3,317.00)										$0.00	$14,919,081.00
CO#9, CR#23	4/25/18	5/1/18	Add 3 piece tube steel dividers at elevator	DESIGN WELD FAB		CHASCO	0	$2,995.75												($2,995.75)										$0.00	$14,919,081.00
CO#10, CR#24	4/25/18	5/1/18	Safety Cabling for the 2nd Floor	DESIGN WELD FAB		CHASCO	0	$2,969.00						($2,969.00)																$0.00	$14,819,081.00
CO #11, CR #25	5/8/18	5/22/18	Revise metal panels & ACM to Kidd Roofing	KIDD ROOFING		CHASCO		$73,201.00					($18,471.00)														($54,730.00)				$0.00	$14,819,081.00
CO #12, CR #26	5/8/18	5/10/18	Change quarries for stone veneer	WHITETAIL MASONRY		CHASCO		$7,632.00																			($7,632.00)				$0.00	$14,819,081.00
CO #13, CR #27	7/10/18	7/11/18	Fabricate steel counter supports	IMPRESSIONS ARCH.		CHASCO		$4,096.00																			($4,096.00)				$0.00	$14,819,081.00
CO #13, CR #28	7/10/18	7/11/18	Revise Finelite configuration per ASI #11	COLVIN ELECT.		KAH		$3,870.00																			($3,870.00)				$0.00	$14,819,081.00
CO #13, CR #29	7/10/18	7/11/18	Revised F fixture layout	COLVIN ELEC.		KAH		$5,504.00																			($5,504.00)				$0.00	$14,819,081.00
CO #13, CR #30	7/10/18	7/11/18	Adjust steel angle braces per RFI #79	DESIGN WELDING		CHASCO		$2,279.00																			($2,279.00)				$0.00	$14,819,081.00
CO #13, CR #31	7/10/18	7/11/18	Additional steel beam per RFI #32	DESIGN WELDING		CHASCO		$1,548.00																			($1,548.00)				$0.00	$14,819,081.00
CO #13, CR #32	7/10/18	7/11/18	Modify entry vesytibule	DESIGN WELDING		CHASCO		$2,160.00																			($2,160.00)				$0.00	$14,819,081.00
CO #13, CR #33	7/10/18	7/11/18	Add galvanized brick ledge at Pavilion	DESIGN WELDING		KAH		$6,679.00																			($6,679.00)				$0.00	$14,819,081.00
CO #13, CR #34	7/10/18	7/11/18	ADA roll in shower bases	ACCENT PLUMBING		ACCENT		$3,864.00																			($3,864.00)				$0.00	$14,819,081.00
CO #13, CR #35	7/10/18	7/11/18	Rake mortar joints at stone veneer by 1/2"	WHITETAIL MASONRY		KAH		$5,500.00																			($5,500.00)				$0.00	$14,819,081.00
CO #13, CR #36	7/10/18	7/11/18	Revise door #122 per RFI #54	AMERICAN DOOR		KAH		$455.00																			($455.00)				$0.00	$14,819,081.00
CO #13, CR #37	7/10/18	7/11/18	Revise door #C106	AMERICAN DOOR		KAH		$474.25																			($474.25)				$0.00	$14,819,081.00
CO #13, CR #38	7/10/18	7/11/18	Revise millwork at JP 224 restroom	IMPRESSIONS ARCH.		KAH		($910.00)																			$910.00				$0.00	$14,819,081.00
CO #13, CR #39	7/10/18	7/11/18	Revise metal studs from 3 5/8" to 6"	CENTRAL TX DRYWALL		CHASCO		$503.23																			($503.23)				$0.00	$14,819,081.00
CO #13, CR #40	7/10/18	7/11/18	Revise ceiling tile to USG Mars Clima Plus	CENTRAL TX DRYWALL		CHASCO		($30,000.00)																			$30,000.00				$0.00	$14,819,081.00
CO #13, CR #41	7/10/18	7/11/18	Motorized shades at JP courtroom & Rm #226	EASTCREEK DESIGNS		KAH		$19,826.00																			($19,826.00)				$0.00	$14,819,081.00
CO #13, CR #42	7/10/18	7/11/18	Revise irrigation to two wire system	LANDTEC		WILCO		$7,290.00																			($7,290.00)				$0.00	$14,819,081.00
CO #13, CR #43	7/10/18	7/11/18	Metal roof trim to "Preweathered Galvalume"	TX FIFTH WALL ROOF		KAH		$3,300.00																			($3,300.00)				$0.00	$14,819,081.00
CO #13, CR #44	7/10/18	7/11/18	Credit to use shop fabricated parapet fascia	TX FIFTH WALL ROOF		TX FIFTH WALL		($2,485.00)																			$2,485.00				$0.00	$14,819,081.00
CO #13, CR #45	7/10/18	7/11/18	Install steel counter supports	CENTRAL TX DRYWALL		CHASCO		$901.64																			($901.64)				$0.00	$14,819,081.00
CO #14	7/17/18	7/17/18	Rm #226 Additional Wilco funding	WILCO		WILCO	21	$0.00																	$ 100,000.00					$100,000.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 Reduce contractor's contingency	CHASCO		WILCO		$38,082.00																			($38,082.00)				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 add fee for contractor's contingency	CHASCO		CHASCO		($1,109.00)																					$ 1,109.00		$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce owner's contingency	WILCO		WILCO		$135,299.00																	$ (135,299.00)					$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. reinf. allow.	CHASCO		CHASCO		$8,286.00										$ (8,286.00)												$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce struct. steel allow.	CHASCO		CHASCO		$15.00											$ (15.00)											$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. utilities allow.	CHASCO		CHASCO		$1,257.00												$ (1,257.00)										$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. dirt & pav. allow.	CHASCO		CHASCO		$10,000.00				($10,000.00)																		$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce rented equip. allow.	CHASCO		CHASCO		$30,000.00			($30,000.00)																			$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce misc. rough carpentry	CHASCO		CHASCO		$10,000.00		($10,000.00)																				$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce buyout savings	CHASCO		CHASCO		$24,859.00																					$ (24,859.00)	$0.00	$14,919,081.00
CO #14	7/17/18	7/17/18	Rm #226 reduce temp. lighting allow.	CHASCO		CHASCO		$2,761.00								$ (2,761.00)														$0.00	$14,919,081.00
CO#15	8/9/18	8/9/18	Misc Subcontractor Change Orders	CHASCO		CHASCO		$40,182.81																			($40,182.81)				$0.00	$14,919,081.00
CO#16	8/23/18	8/23/18	Misc Subcontractor Change Orders	CHASCO		CHASCO		$18,039.40																			($18,039.40)				$0.00	$14,919,081.00
CO#17	9/26/18		Price difference for added thru wall flashing	KIDD ROOFING		CHASCO		$1,913.00																			($1,913.00)				$0.00	$14,919,081.00
CO#17	9/26/18		Add data cabling at 25 TV's	BLACKBOX		WILCO		$7,452.00																	$ (7,452.00)					$0.00	$14,919,081.00
CO#17	9/26/18		Add break metal at curtainwall	FLOYD'S GLASS		KAH		$510.00																			($510.00)				$0.00	$14,919,081.00
CO#17	9/26/18		Flashing at windows & temp protection	ALPHA		HCE/CHASCO		$6,065.00	($6,065.00)																						$0.00	$14,919,081.00
CO#17	9/26/18		Lueders stone for site retaining wall	WHITETAIL MASONRY		CHASCO		$2,094.00																			($2,094.00)				$0.00	$14,919,081.00
CO#17	9/26/18		Additional joint sealant at windows	ALPHA		HCE		$17,860.00	($17,860.00)																						$0.00	$14,919,081.00
CO#17	9/26/18		Add power for bldg. automation devices	COLVIN		COLVIN		$4,079.00																			($4,079.00)				$0.00	$14,919,081.00
CO #18	10/29/18		Revise HMAC to PG 70-22	CHASCO		WILCO		$9,063.00																	$ (9,063.00)					$0.00	$14,919,081.00
CO #18	10/29/18		Add 2' select under sidewalks	CHASCO		BALCONES		$9,176.00																			($9,176.00)				$0.00	$14,919,081.00
CO #18	10/29/18		Add door frame & hardware at JP201	AMERICAN DOOR		AMER. DOOR		$2,292.00																			($2,292.00)				$0.00	$14,919,081.00
CO #18	10/29/18		Add data for 2 ea. TV's	BLACKBOX		WILCO		$234.48																	$ (234.48)					$0.00	$14,919,081.00
CO #18	10/29/18		Add electrical for 2 ea. TV's	COLVIN		WILCO		$1,167.00																	$ (1,167.00)					$0.00	$14,919,081.00
CO #18	10/29/18		Add millwork at Evidence storage C127	IMPRESSIONS ARCH.		WILCO		$1,575.00																	$ (1,575.00)					$0.00	$14,919,081.00
CO #18	10/29/18		3% fee on Contractor conting. CO's #11-#18	CHASCO		CHASCO		$4,286.35																			($4,286.35)			$ 4,286.35	$0.00	$14,919,081.00
							36		**$760.00**	**$ 2,180.00**	**$ 30,000.00**	**$ 10,000.00**	**$ -**	**$ 9,031.00**	**$ -**	**$ 0.87**	**$ 10,000.00**	**$ -**	**$ 0.25**	**$ -**	**$ 70,000.00**	**$ 10,000.00**	**$ 60,000.00**	**$ 2,500.00**	**$ 32,885.96**	**$ 245,144.32**	**$ 449,630.00**	**$ 423,921.35**	**$ 71,088.00**	**$14,919,081.00**	**$14,919,081.00**

Commissioners Court - Regular Session **19.**

Meeting Date: 11/13/2018

Expo RV Park P464 - Change Order 2

Submitted By: Gina Wrehsnig, Infrastructure

Department: Infrastructure **Division:** Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Expo RV Park Project, Change Order # 2 from Champion Site Prep, L.P., in the amount of $2,500.00 for an adjustment in the specified grade of gravel material for the islands and decomposed granite portions of trails. This change order is being funded out of the Owners Contingency.

Background

This change order is funding the change in decomposed granite grade from ½" minus to ¼" minus material at the concrete islands and decomposed granite portion of the trail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RV Change Order 2

RV CO2 Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Gina Wrehsnig		Started On: 11/07/2018 09:18 AM
Final Approval Date: 11/08/2018		

Change Order No. 02

Project Name: WILLIAMSON COUNTY EXPO CENTER RV PARK	**Engineer Project No.:** 32388.001
Project Owner and Address: Williamson County 710 Main Street, Ste. 101 Georgetown, Texas 78626	**Date of Issuance:** 8/14/2018
Project Contractor and Address: Champion Site Prep, L.P. 455-A State Hwy 195 Georgetown, Texas 78633	**Date of Contract:** 4/19/2018 (NTP)
	Contract Period: 200 days from NTP (Substantial)

It is agreed to modify the Contract referred to above as follows:

Item #	Description Of Changes	Change in Contract Price	Change in Contract Time
	DEDUCT – DECOMPOSED GRANITE (1/2" GRADATION) [4,846 SY @ $18.22/SY]	($88,300.00)	0
NEW*	ADD – DECOMPOSED GRANITE (1/4" GRADATION) [4,846 SY @ $18.74/SY]	$90,800.00	0
	Difference Net =	$2,500.00	0

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order: $ 1,800,660.00	**Contract Time prior to this Change Order** Substantial (days and date): 200 Days;
Net Increase (decrease) of this Change Order: $ 2,500.00	**Net Increase (decrease) of this Change Order** 0 days
Revised Contract Price with all approved Change Orders: $ 1,803,160.00	**Revised Contract Time with all approved Change Orders** Substantial (days and date): 200 Days;

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Charlie Mayer

Accepted for Contractor by: Charles Mayer, Champion Site Prep — **Date:** 8/27/2018

Dan Hajy

Recommended for Approval by: Halff Associates, Inc. (Engineer) — **Date:** 8/30/18

Approval by: Williamson County — **Date:**

Distribution: Contractor _____ File _____ Field _____ Owner _____ Other _____

WILLIAMSON COUNTY, TEXAS –
EXPO CENTER RV PARK

CHANGE ORDER NO. 2

I. DESCRIPTION OF CHANGE ORDER

The intent of change order number 2 is to provide for ¼" minus decomposed granite in lieu of ½" in RV parking lot islands and granite portions of trail in accordance with RFI #09.

II. EFFECT OF CHANGE

Refer to attached unit prices provided by the Contractor. No additional days will be added to the contract.

TOTAL	**$2,500.00**	**0 days**

IV. AGREEMENT

This Contract is modified as follows:

a. Amount

Original Contract	$	1,798,350.00
Previous Change Orders	$	2,310.00
This Change Order	$	2,500.00
Revised Contract Amount	$	1,803,160.00

See Attachments for Authorization/Signature Form as breakdown of Change Order items.
This change order is not valid until signed by the Contractor, Engineer, and Owner.

Williamson County Facilities - Job Cost Tracking Log

Project: RV Park @ Expo P464 Change Order: 2

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown		Total Updated Contract Amount
				Cost of Work	Owner Contingency	
Contract			200	$ 1,798,350.00	$ 180,000.00	$ 1,978,350.00
1	6/19/2018	Owner	0	$ 2,310.00	$ (2,310.00)	$ 1,978,350.00
2		Architect	0	$ 2,500.00	$ (2,500.00)	$ 1,978,350.00
3						$ 1,978,350.00
4						$ 1,978,350.00
5						$ 1,978,350.00
6						$ 1,978,350.00
7						$ 1,978,350.00
8						$ 1,978,350.00
9						$ 1,978,350.00
10						$ 1,978,350.00
11						$ 1,978,350.00
12						$ 1,978,350.00
13						$ 1,978,350.00
14						$ 1,978,350.00
15						$ 1,978,350.00
16						$ 1,978,350.00
17						$ 1,978,350.00
18						$ 1,978,350.00
19						$ 1,978,350.00
20						$ 1,978,350.00
21						$ 1,978,350.00
22						$ 1,978,350.00
23						$ 1,978,350.00
24						$ 1,978,350.00
25						$ 1,978,350.00
26						$ 1,978,350.00
27						$ 1,978,350.00
28						$ 1,978,350.00
29						$ 1,978,350.00
30						$ 1,978,350.00
						$ 1,978,350.00
			0	**$ 1,803,160.00**	**$ 175,190.00**	**$ 1,978,350.00**

Commissioners Court - Regular Session **20.**

Meeting Date: 11/13/2018

CR 111 Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Homer and Barbara Thomas for right of way needed on the CR 111 Project (Parcel 24). Funding Source: Road Bonds P249

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thomas Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Form Started By: Charlie Crossfield		Started On: 11/08/2018 10:28 AM
Final Approval Date: 11/08/2018		

REAL ESTATE CONTRACT

CR 111 Right of Way—Parcel 24

THIS REAL ESTATE CONTRACT ("Contract") is made by HOMER R. THOMAS and BARBARA L. THOMAS (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.576 acre (25,093 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWENTY-FIVE THOUSAND and 00/100 Dollars ($25,000.00).

Payment of Purchase Price and Additional Compensation

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

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

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

SELLER:

Homer R. Thomas

Address: 350 c.r. 105
Georgetown, tx 78626

Homer R. Thomas

Date: 10/11/2018

Barbara L. Thomas

Address: 350 c.r. 105
Georgetown, tx 78626

Barbara L. Thomas

Date: 10/11/2018

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 24
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 24

BEING 0.576 of an acre (25,093 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 17.90 acres, as conveyed to Homer R. Thomas and wife, Barbara L. Thomas, by deed as recorded in Volume 770, Page 825, of Deed Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10195283.90, E=3151608.18) on the south line of County Road No. 105, marking the Northeast corner of the above-referenced 17.90 acres Thomas tract, being the Northwest corner of that certain Tract One, called 52.41 acres, as conveyed to Mary L. Bost, Trustee of the Family Trust established under the will of Robert H. Bost of record as Document No. 2013006956 of the Official Records of Williamson County, Texas, for the Northeast corner hereof, from which a fence corner found for the Southeast corner of the above-referenced 17.90 acre Thomas tract bears S 21°21'30" E, 1,559.80 feet;

THENCE, along the east line of the said 17.90 acre Thomas tract and the west line of the said 52.41 acre Bost Tract One, S 21°20'15" E, 73.96 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 154+94.11 for the Southeast corner hereof;

THENCE, S 68°52'30" W, 10.16 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 154+83.95 at the beginning of a curve to the right (Radius = 2,068.00 feet, Delta = 8°00'00" Long Chord bears S 72°52'30" W, 288.51 feet;

THENCE, along the said curve for an arc distance of 288.75 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 152+04.70;

THENCE, S 76°52'30" W, 91.93 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 151+12.77 on the east line of that certain tract of land, called 110' x 110', as conveyed to Jack D. & Danielle D. Moore by deed as recorded in Volume 899, Page 403 of the Deed Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, N 21°20'00" W, 44.49 feet to a calculated point on the said south line of County Road No. 105, being the north line of the said 17.90 acre Thomas tract, for the Northeast corner of the said Moore tract, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 105, N 69°23'00" E, 388.90 feet to the Place of **BEGINNING** and containing 0.576 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

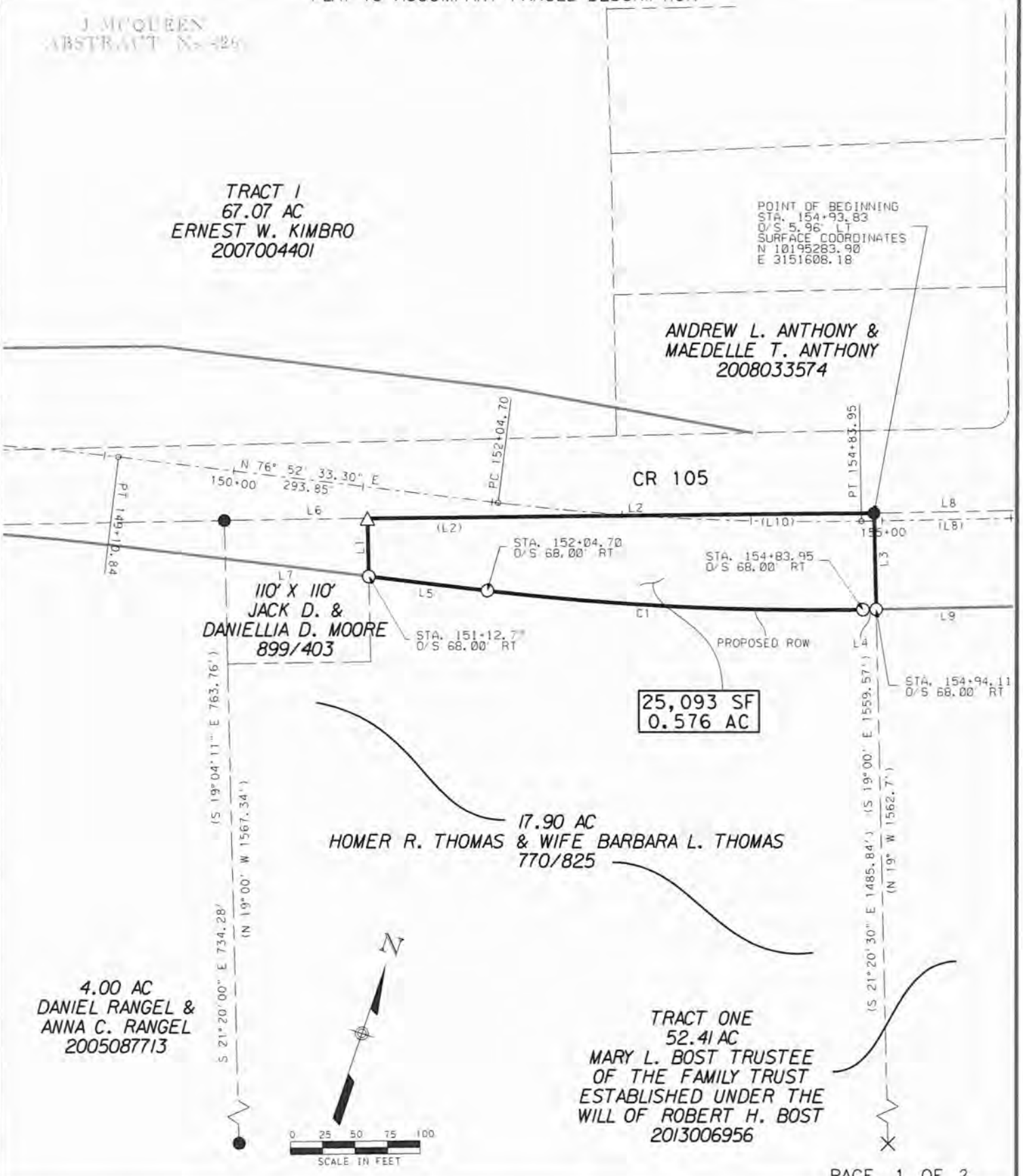


Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-24

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 24.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
HOMER R. THOMAS AND WIFE BARBARA L. THOMAS

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	24	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

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

CODE	BEARING	DISTANCE
L1	N 21°20'00" W	44.49'
L2	N 69°23'00" E	388.90'
(L2)	N 71°20' E	339.6'
L3	S 21°20'15" E	73.96'
L4	S 68°52'30" W	10.16'
L5	S 76°52'30" W	91.93'
L6	N 69°09'15" E	110.00'
L7	S 26°52'30" W	113.59'
L8	N 68°54'00" E	1,463.61'
(L8)	N 71° E	1,461.5'
L9	S 69°52'30" W	1,067.54'
(L10)	N 71°15'30" E	159.15'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	2068.00'	288.75'	S 72°52'30" W	288.51'	8°00'00"

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

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 289
2. TEXAS POWER & LIGHT COMPANY, VOL. 307, PG. 194
3. JONAH WATER SUPPLY CORP. VOL. 563, PG. 668

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

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

10/4/16

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

STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
HOMER R. THOMAS AND WIFE BARBARA L. THOMAS

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	24	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "B"

Parcel 24

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

> All of that certain 0.576 acre (25,093 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

_____
Homer R. Thomas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

GRANTOR:

_____
Barbara L. Thomas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

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

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **21.**

Meeting Date: 11/13/2018

Hairy Man Rd. Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Landy and Lori Warren for right of way needed on the Hairy Man Rd. project (Parcel N25). Funding Source: Road Bonds P284

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Warren Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Form Started By: Charlie Crossfield		Started On: 11/08/2018 10:30 AM
Final Approval Date: 11/08/2018		

REAL ESTATE CONTRACT
Hairy Man Rd.

THIS REAL ESTATE CONTRACT ("Contract") is made by **LANDY L. WARREN and LORI E. WARREN** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.026 acre (1,137 square feet) tract of land in the William Dugan Survey, Abstract No. 190, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N25**);
>
> Drainage Easement interest in and across all of that certain 0.015 acre (640 square feet) tract of land in the William Dugan Survey, Abstract No. 190, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel N25-DE**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of FOUR THOUSAND TEN and 00/100 Dollars ($4,010.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Title

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

Inspection

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

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

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before December 7, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

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

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound; Total Agreement; Modification

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

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

Compliance

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

Effective Date

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

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": R.O.W. parcel metes and bounds legal description
- Exhibit "B": Drainage Easement Parcel metes and bounds legal description
- Exhibit "C": Agreed Deed Form
- Exhibit "D": Agreed Drainage Easement Form

SELLER:

Landy L. Warren

Address: 1804 Whip O Will St.
Round Rock, TX 78681

Lori E. Warren

Address: 1804 Whip O Will St
Round Rock, TX 78681

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

Date:_____

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

ROW PARCEL N25

BEING A 0.026 ACRE (1,137 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.026 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10164583.44, E=3118184.09) monumenting the southeast corner of said Warren tract and the southwest corner of the called 1.419 acre tract of land conveyed to Allen Thomas and Julie Thomas, recorded in Document No. 199956038 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, with the south boundary line of said Warren tract and said north right-of-way line of Hairy Man Road, the following two (2) courses and distances:

1. **S 74°11'11" W** for a distance of **198.16 feet** to a 1/2" iron rod found monumenting an angle point;

2. **S 79°32'17" W** for a distance of **30.68 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the west corner hereof, from which a 1/2" iron rod found monumenting an angle point in said south boundary line of the Warren tract and said north right-of-way line of Hairy Man Road, bears S 79°32'17" W for a distance of 50.28 feet;

THENCE, through the interior of said Warren tract, the following two courses and distances:

1. **N 71°19'52" E** for a distance of **50.16 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the beginning of a curve to the right;

2. With said curve to the right an arc length of **178.82 feet**, said curve having a radius of **1223.00 feet**, a delta angle of **08°22'39"** and a chord which bears **N 75°31'12" E** for a distance of **178.66 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on the east boundary line of said Warren tract and the west boundary line of said 1.419 acre Julie Thomas tract, for the northeast corner hereof, from which an iron rod with cap marked "WLSA" found monumenting the northwest corner of said 1.419 acre Thomas tract and the northeast corner of the called 1.251 acre tract of land conveyed to Michael Logozar, recorded in Document No. 2011040252 of the Official Public Records of Williamson County, Texas, bears N 15°46'56" W passing at a distance of 106.64 feet a PK nail found 0.28 feet west of this line, in all a total distance of 289.47 feet;

THENCE, **S 15°46'56" E** with said east boundary line of the Warren tract and said west boundary line of the 1.419 acre Thomas tract for a distance of **1.20 feet** to the **POINT OF BEGINNING** hereof and containing 0.026 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

August 9, 2018

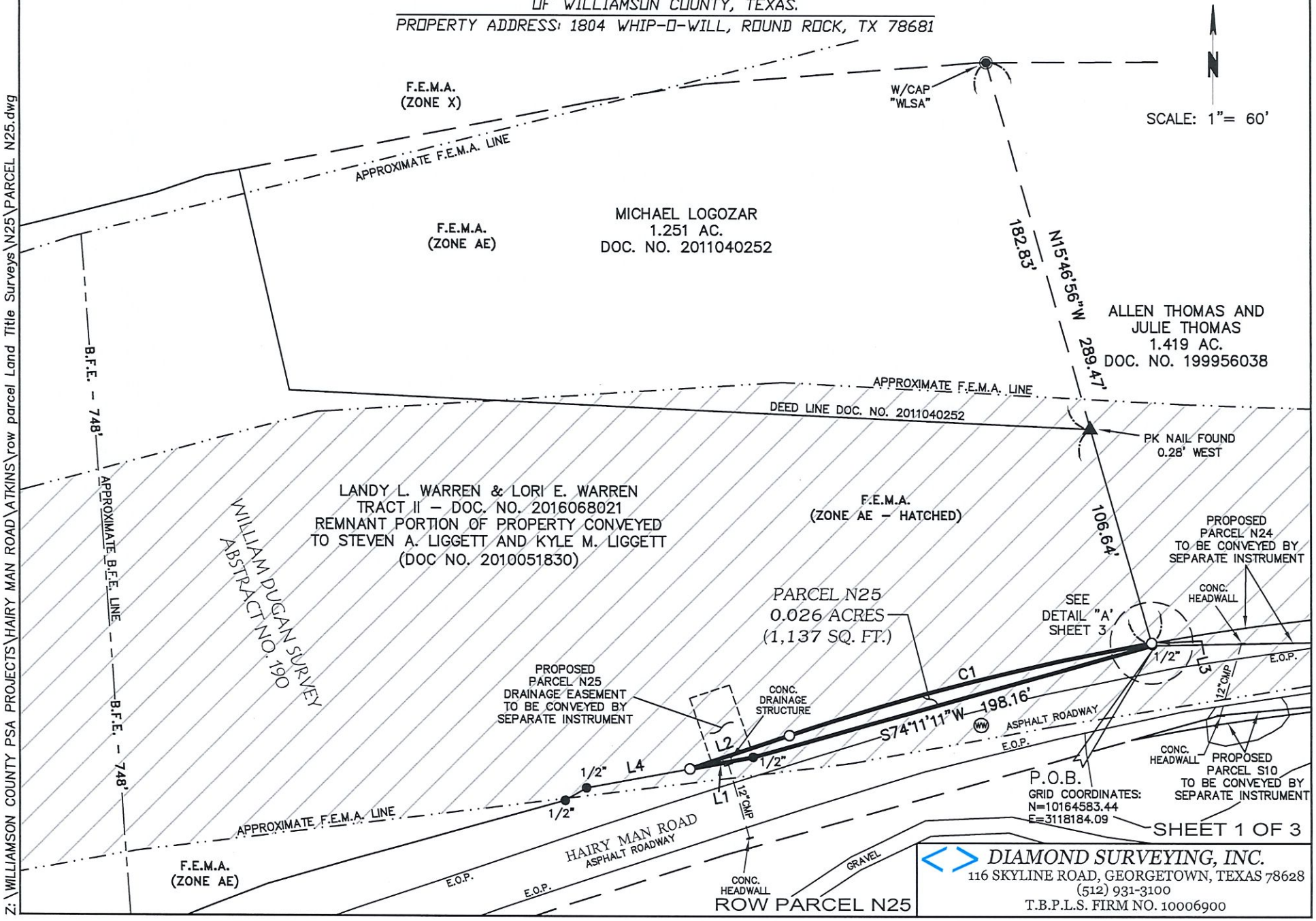
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N25\ROW PARCEL N25 m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.026 ACRE (1,137 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1804 WHIP-O-WILL, ROUND ROCK, TX 78681



SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N25\PARCEL N25.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.026 ACRE (1,137 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1804 WHIP-O-WILL, ROUND ROCK, TX 78681

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825227-KFO, which bears an effective date of June 15, 2018 and an issued date of June 23, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Pipeline Easement to Lone Star Gas Company, recorded in Volume 427, Page 231, Deed Records, Williamson County, Texas. Unable to determine location of said easement, due to a vague description contained in said instrument.

10b) Water flowage easement to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 480, Page 293, Deed Records, Williamson County, Texas. The subject tract is a part of the property describe in Volume 443, Page 563 stated in said document. Unable to determine exact location of said easement due to a vague description.

10c) Water storage and detention easement to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 480, Page 295, Deed Records, Williamson County, Texas. The subject tract is a part of the property describe in Volume 443, Page 563 stated in said document. Unable to determine exact location of said easement due to a vague description.

10d) Easements granted to Fern Bluff Utility District, recorded in Volume 1531, Page 60 and Volume 1643, Page 415, Official Records, Williamson County, Texas. Not a part of subject tract.

10e) Easements granted to Fern Bluff Utility District, recorded in Volume 1531, Page 67. Official Records, Williamson County, Texas. Not a part of subject tract.

10f) Easements granted to Williamson County Municipal Utility District No. 9, Cause No. 88-245-C. The only document found in reference for Cause No. 88-245-C by the surveyor is a RELEASE OF JUDGEMENT, recorded in Document No. 2008057852, Official Records of Williamson County, Texas

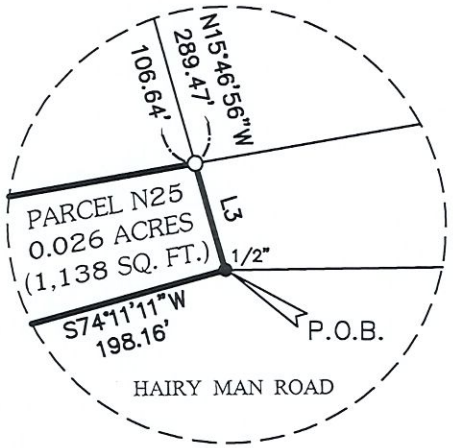
10g) Terms, conditions and provisions of that certain permit to use state water dated March 30, 1987, recorded in Volume 2, Page 112, Water Records of Williamson County, Texas. Not a survey matter.

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.026 ACRE (1,137 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1804 WHIP-O-WILL, ROUND ROCK, TX 78681



DETAIL "A"
(NOT TO SCALE)

LEGEND

●	IRON ROD FOUND
▲	PK NAIL FOUND
◉	IRON ROD WITH CAP FOUND
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
Ⓦ	WASTEWATER MANHOLE
— · — · —	APPROXIMATE F.E.M.A. LINE
— — —	APPROXIMATE B.F.E. LINE
E.O.P.	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
P.O.B.	POINT OF BEGINNING
B.F.E.	F.E.M.A BASE FLOOD ELEVATION
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE AE-HATCHED (FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S79°32'17"W	30.68'
L2	N71°19'52"E	50.16'
L3	S15°46'56"E	1.20'
L4	S79°32'17"W	50.28'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1223.00'	178.82'	8°22'39"	N75°31'12"E	178.66'

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 25, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

AUGUST 9, 2018
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

ROW PARCEL N25
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

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EXHIBIT "B"

METES AND BOUNDS DESCRIPTION

PARCEL N25 DRAINAGE EASEMENT

BEING A 0.015 ACRE (640 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.015 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Grid Coordinates: N=10164583.44, E=3118184.09) monumenting the southeast corner of said Warren tract and the southwest corner of the called 1.419 acre tract of land conveyed to Allen Thomas and Julie Thomas, recorded in Document No. 199956038 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Hairy Man Road, from which an iron rod with cap marked "WLSA" found monumenting the northwest corner of said 1.419 acre Thomas tract and the northeast corner of the called 1.251 acre tract of land conveyed to Michael Logozar, recorded in Document No. 2011040252 of the Official Public Records of Williamson County, Texas, bears N 15°46'56" W passing at a distance of 107.84 feet a PK nail found 0.28 feet west of this line, in all a total distance of 290.67 feet;

THENCE, S 74°11'11" W with the south boundary line of said Warren tract and said north right-of-way line of Hairy Man Road for a distance of 198.16 feet to a 1/2" iron rod found monumenting an angle point;

THENCE, departing said north right-of-way line of Hairy Man Road, N 13°54'13" W through the interior of said Warren tract for a distance of 4.39 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", (Grid Coordinates: N=10164533.71, E=3117992.39) on the proposed north right-of-way line of Hairy Man Road, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing through the interior of said Warren tract, the following four (4) courses and distances:

1. **S 71°19'52" W** with said proposed north right-of-way line of Hairy Man Road for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southwest corner hereof;

2. **N 18°40'08" W** for a distance of **32.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northwest corner hereof, from which a 1/2" iron rod found monumenting an angle point on said south boundary line of the Warren tract and said north right-of-way line of Hairy Man Road, bears S 49°01'13" W for a distance of 65.39 feet;

3. **N 71°19'52" E** for a distance of **20.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", point for the northeast corner hereof;

4. **S 18°40'08" E** for a distance of **32.00 feet** to the **POINT OF BEGINNING** hereof and containing 0.015 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00011

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

August 9, 2018

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.015 ACRE (640 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1804 WHIP-O-WILL, ROUND ROCK, TX 78681

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F.E.M.A. (ZONE X)

APPROXIMATE F.E.M.A. LINE

W/CAP "WLSA"

N

SCALE: 1"= 60'

F.E.M.A. (ZONE AE)

MICHAEL LOGOZAR
1.251 AC.
DOC. NO. 2011040252

182.83'

N15°46'56"W

290.67'

ALLEN THOMAS AND JULIE THOMAS
1.419 AC.
DOC. NO. 199956038

APPROXIMATE F.E.M.A. LINE

DEED LINE DOC. NO. 2011040252

PK NAIL FOUND
0.28' WEST

B.F.E. - 748'

APPROXIMATE B.F.E. LINE

LANDY L. WARREN & LORI E. WARREN
TRACT II – DOC. NO. 2016068021
REMNANT PORTION OF PROPERTY CONVEYED
TO STEVEN A. LIGGETT AND KYLE M. LIGGETT
(DOC NO. 2010051830)

WILLIAM DUGAN SURVEY
ABSTRACT NO. 190

F.E.M.A. (ZONE AE – HATCHED)

107.84'

PROPOSED PARCEL N24 TO BE CONVEYED BY SEPARATE INSTRUMENT

CONC. HEADWALL

PROPOSED PARCEL N25 TO BE CONVEYED BY SEPARATE INSTRUMENT

PARCEL N25 DE
0.015 ACRES
(640 SQ. FT.)

P.O.B.
GRID COORDINATES:
N=10164533.71
E=3117992.39

L1 L2 L3 L4 L5 L6

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

1/2"

E.O.P.

S74°11'11"W 198.16'

ASPHALT ROADWAY

12"CMP

CONC. DRAINAGE STRUCTURE

P.O.C.
GRID COORDINATES:
N=10164583.44
E=3118184.09

PROPOSED PARCEL S10 TO BE CONVEYED BY SEPARATE INSTRUMENT

APPROXIMATE F.E.M.A. LINE

F.E.M.A. (ZONE AE)

HAIRY MAN ROAD
ASPHALT ROADWAY

E.O.P.

GRAVEL

CONC. HEADWALL

PARCEL N25 DE

SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.015 ACRE (640 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1804 WHIP-O-WILL, ROUND ROCK, TX 78681

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 1825227-KFO, which bears an effective date of June 15, 2018 and an issued date of June 23, 2018 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Pipeline Easement to Lone Star Gas Company, recorded in Volume 427, Page 231, Deed Records, Williamson County, Texas. Unable to determine location of said easement, due to a vague description contained in said instrument.

10b) Water flowage easement to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 480, Page 293, Deed Records, Williamson County, Texas. The subject tract is a part of the property describe in Volume 443, Page 563 stated in said document. Unable to determine exact location of said easement due to a vague description.

10c) Water storage and detention easement to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 480, Page 295, Deed Records, Williamson County, Texas. The subject tract is a part of the property describe in Volume 443, Page 563 stated in said document. Unable to determine exact location of said easement due to a vague description.

10d) Easements granted to Fern Bluff Utility District, recorded in Volume 1531, Page 60 and Volume 1643, Page 415, Official Records, Williamson County, Texas. Not a part of subject tract.

10e) Easements granted to Fern Bluff Utility District, recorded in Volume 1531, Page 67. Official Records, Williamson County, Texas. Not a part of subject tract.

10f) Easements granted to Williamson County Municipal Utility District No. 9, Cause No. 88-245-C. The only document found in reference for Cause No. 88-245-C by the surveyor is a RELEASE OF JUDGEMENT, recorded in Document No. 2008057852, Official Records of Williamson County, Texas

10g) Terms, conditions and provisions of that certain permit to use state water dated March 30, 1987, recorded in Volume 2, Page 112, Water Records of Williamson County, Texas. Not a survey matter.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N25\PARCEL N25 DE.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.015 ACRE (640 SQUARE FEET) TRACT OF LAND IN THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TRACT II, CONVEYED TO LANDY L. WARREN AND LORI E. WARREN, RECORDED IN DOCUMENT NO. 2016068021 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT II, BEING THE REMNANT PORTION OF THE PROPERTY CONVEYED TO STEVEN A. LIGGETT AND KYLE M. LIGGETT, RECORDED IN DOCUMENT NO. 2010051830 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1804 WHIP-O-WILL, ROUND ROCK, TX 78681

LEGEND

●	IRON ROD FOUND
▲	PK NAIL FOUND
◉	IRON ROD WITH CAP FOUND
○	½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
WW	WASTEWATER MANHOLE
— · · — · · —	APPROXIMATE F.E.M.A. LINE
— — — —	APPROXIMATE B.F.E. LINE
E.O.P.	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
B.F.E.	F.E.M.A BASE FLOOD ELEVATION
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.
DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE AE-HATCHED (FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0490E, DATED SEPTEMBER 26, 2008.

THE F.E.M.A. FLOOD LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N13°54'13"W	4.39'
L2	S71°19'52"W	20.00'
L3	N18°40'08"W	32.00'
L4	N71°19'52"E	20.00'
L5	S18°40'08"E	32.00'
L6	S49°01'13"W	65.39'

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 25, 2018. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

AUGUST 9, 2018
SHANE SHAFER, R.P.L.S. NO. 5281 DATE

PARCEL N25 DE
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS\HAIRY MAN ROAD\ATKINS\row parcel Land Title Surveys\N25\PARCEL N25 DE.dwg

EXHIBIT "C"

Parcel N25

DEED
Hairy Man Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

> All of that certain 0.026 acre (1,137 square feet) tract of land in the William Dugan Survey, Abstract No. 190, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N25**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 5th day of November, 2018.

GRANTOR:

Landy L. Warren

Lori E. Warren

(Acknowledgement Next Page)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Shackelford §

This instrument was acknowledged before me on this the 5th day of November, 2018 by Landy L. Warren and Lori E. Warren, in the capacity and for the purposes and consideration recited therein.

Tressie Moore
Notary Public, State of Texas

TRESSIE MOORE
Notary Public
STATE OF TEXAS
ID#13104647-4
My Comm. Exp. Mar 15, 2021

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

Parcel N25

DRAINAGE EASEMENT
Hairy Man Road

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

That LANDY L. WARREN and LORI E. WARREN, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.015 acre (640 Sq. Ft.) tract of land in the William Dugan Survey, Abstract No. 190, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel N25-DE**)

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said Property together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation.

EXECUTED on this the 5th day of November, 2018.

GRANTOR:

Landy L. Warren

Lori E. Warren

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Shackelford §

This instrument was acknowledged before me on this the 5th day of November, 2018 by Landy L. Warren and Lori E. Warren, in the capacity and for the purposes and consideration recited therein.



Tressie Moore
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **22.**

Meeting Date: 11/13/2018

Expo Adjusted Rate Schedule

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Expo Center's recommended Standard Rate Schedule and authorizing the Williamson County Exposition Center Manager to administer the Standard Rate Schedule under the supervision of the Williamson County Commissioners Court.

Background

The Williamson County Expo Center standard rate schedule, once approved by the Williamson County Commissioners Court, will remain unchanged unless revisions or amendments are approved by the Commissioners Court. Thus, the rates will serve as the standard rates to be used for the facility, furniture and equipment rental.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Rate Schedule

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/08/2018 11:05 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 11:17 AM
Form Started By: Randy Bell		Started On: 11/07/2018 02:04 PM
Final Approval Date: 11/08/2018		

Williamson County Exposition Center

AREA	DAILY RATE	HORSE STALLS RENTED
Arena	$800.00	**00-50 stalls per day**
	$400.00	**51-80 stalls per day**
	$0.00	**81+ stalls per day**
Outdoor Arena	$200.00	
Expo Hall North	$500.00	
Expo Hall South	$500.00	
Covered Expo	$400.00	
Ron Morrison Meeting Room	$150.00 or $30.00 per hour with a 2 hour min. ***	
Keith and Marcia Hagler Conference Room	$100.00 or $30.00 per hour with a 2 hour min. ***	
Catering Kitchen	$100.00	
RV Park	$1200.00 per night and includes 50 sites	
*Expo Hall North and South	$900.00	
*Expo Hall North, South and Covered Expo	$1,300.00	
*Entire Facility	$2,000.00	
Arena (*Private: 3 Hours***)	$200.00 (9a.m. - 12 noon or 1p.m. - 4 p.m. on Monday – Thursday)	
Arena (*Private: 5 Hours***)	$350.00 (5p.m. - 10 p.m. on Monday – Thursday)	

GUEST SERVICES (Tables, Chairs, Podium, Stage, Microphone)

Tables (8’ Rectangular)	$8.00	Each Per Event
Tables (6’ Rectangular)	$6.00	Each Per Event
Tables (Round)	$8.00	Each Per Event
Chairs	$1.25	Each Per Event
Easels	$5.00	Each Per Event
Podium	$25.00	Each Per Event
Stage	$200.00	Each Per Event
Portable P/A	$50.00	Each Per Event
Microphone	$25.00	Each Per Event
Projector and Projector Screen	$50.00	Each Per Event

UTILITY SERVICES

Electrical Drops	$25.00	Each Per Event

OVERNIGHT SERVICES

Stalls	$25.00	Each Per Day
RV Site	$35.00	Each Per Night Check-in 7 a.m. Check -out 9 p.m.

EQUIPMENT AND SERVICE CHARGES

Roping Equipment	$350.00 Per Set-up
Rodeo Equipment	$750.00 Per Set-up
Late Move-out	$150.00 Per hour after midnight
Custodial/Staffing Fee	$20.00 Hour/per staff outside of regular office hours
Forklift/Genie Lift with operator	$50.00 Hour
Tractor Drags	$50.00 Hour when drags are required less than 30 minutes apart
Setup Fee	As required per event
Banner and Sign Hanging	As required per event

MISCELLANEOUS

Expo Open Arena Ride Events	$20 Per Rider
Reservation/Security Deposit	$500 for Expo Halls, Covered Expo and Arena
Reservation/Security Deposit	$100 if only Meeting Room, Conference Room or Catering Kitchen
Damages	Cost plus twenty percent (20%)

Multiple area rental discount

Bookings will be available no more than 45 days in advance

****Plus staffing fee outside of office hours***

Commissioners Court - Regular Session **23.**

Meeting Date: 11/13/2018

Expo Adjusted Policies and Procedure

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Expo Center's recommended Facilities Management Policies and Procedure document and authorizing the Williamson County Exposition Center Manager to administer the Facilities Management Policies and Procedures under the supervision of the Williamson County Commissioners Court.

Background

The Facilities Management Policies and Procedure Documents, once approved by the Williamson County Commissioners Court, will remain unchanged unless revisions or amendments are approved by the Court. Thus, the documents will serve as the standard documents to be used for the Williamson County Exposition Center.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Policies and Procedures

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/08/2018 11:05 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 11:17 AM
Form Started By: Randy Bell		Started On: 11/07/2018 02:15 PM
Final Approval Date: 11/08/2018		



WILLIAMSON COUNTY EXPO TEXAS

FACILITIES MANAGEMENT POLICIES AND PROCEDURES

Adopted by the Williamson County Commissioners Court on March 29, 2016

PURPOSE OF POLICIES AND PROCEDURES

Provide a consistent guideline for Event Holders, Licensees and Users. Provide a safe and quality experience while using the Williamson County Exposition Center.

PURPOSE OF FEES

Generate revenues to offset the operational costs of the facility and to provide funds for future capital improvements.

ESTABLISHMENT OF FEES

License and Use fees for Williamson County Exposition Center will be reviewed on an annual basis with consideration given to:

- the service needs of the community,
- the facility target user market,
- competitive and reasonable rental rates,
- operational costs and
- the need for future capital improvements.

FACILITY

Williamson County Exposition Center:

- Parking Lot
- Main Arena, Covered Warm-up Arena, Show Office, Ticket office
- Outdoor Arena
- Indoor Exposition Hall (North)
- Indoor Exposition Hall (South)
- Outdoor Covered Exposition Hall
- Meeting Room
- Conference Room
- Catering/Warming Kitchen
- RV Park

GENERAL USAGE POLICY

Williamson County retains control and management of the Williamson County Exposition Center at all times and shall have the right at all times to enforce all rules and regulations described hereto; and shall have the right to eject all persons who fail and/or refuse to comply with the rules and regulations.

Williamson County retains the right to refuse any or all requests for use, or to cancel any and/or all reservations before or while they are in effect if these policies are not complied with, or if the space or facility requested is needed for governmental functions.

ACCESS DURING EVENTS

Williamson County Exposition Center employees are responsible for management and maintenance of the facility therefore, shall have the right to access the facility at any time during any event.

ADVERTISING

Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center management. The County does recognize the need for event holders to display sponsor advertising; therefore, advertising materials and locations will be determined on an event-by-event basis.

EVENT MARKETING

Williamson County Exposition Center employees shall not be responsible for event promotion. The Williamson County government and/or Williamson County Exposition Center logo may not be used on any promotional materials without the express written consent of the Williamson County Exposition Center.

EVENT STAFFING

Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement.

Williamson County may be able to provide personnel for limited activities.

A Williamson County Exposition Center employee may be on site or on call while the facility is occupied. This will be determined on an event-by-event basis and finalized during event planning meetings.

FACILITY ALTERATIONS

Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any part of the facility without prior written authorization of the Williamson County Exposition Center management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

AGREEMENT FOR USE

A group, individual or business (“Licensee”) using the Williamson County Exposition Center must first obtain permission from the Williamson County Exposition Center Manager. Agreements for use of the Williamson County Exposition Center or any part thereof will be issued in printed form. (No verbal agreement for use of the Williamson County Exposition Center shall be binding upon either party.). Agreements will be sent to Licensee. Licensee will sign and return the agreement to the Williamson County Exposition Center. The Williamson County Exposition Center Manager shall require the Licensee to provide information to determine proper management of any event. Agreements will be issued upon deposit payment and booking.

BOOKING

All one-day non-repeating events may book up to nine months prior to the event date. All repeating and multi-day events may book up to 24 month in advance of dates at one time.

FLOOR/AREA PLANS

Licensee shall submit floor / area plans to facility management at least 10 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facility management will work with each Licensee on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

HOURS OF OPERATION

Office Hours: Monday-Friday 8:00 am- 5:00 pm

Event Hours: Sunday- Saturday 6:00 am- 12:00 am

The Licensee should make every effort to end events in accordance with the agreed upon end times. The Licensee may be charged a rental extension fee of $150.00/ hour beginning at 12:01 am. Extensions are subject to event circumstances and venue availability.

A representative of the Licensee's party must be on premise for the duration of the event. Access to the Williamson County Exposition Center will conclude upon the departure of all Licensee representatives.

MOVE IN-MOVE OUT RATES

Move in-move out rates are available Monday-Friday 8:00 am- 5:00 pm. Additional hours outside of 8:00 am-5:00 pm on a move in-move out day will be subject to a $20.00 / hour fee. (Move in-move out rates are not available Saturday and Sunday)

Each event will be limited to one move in and one move out day at the move in-move out rate.

DEPOSIT

The deposit is payable at the time the space is reserved. "Tentative" holds for dates are not allowed. The deposit reserves the date and the specified venue. The deposit may cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be transferred to reserve the facility for the next event, applied to the outstanding balance or refunded approximately 45 days after the event. An updated address is required for timely deposit returns.

PAYMENT

One-Day Event- The Licensee is responsible for paying the facility rental fee 30 days before the event date. Additional fees including furniture, equipment, catering permit, and services are due within 15 business days from the time of invoice. Any additional items may require additional deposit fund(s). Failure to timely pay all required fees or deposits may result in either cancellation or referral to the County's Legal Department for further action.

Multiple-Day Event-The Licensee is responsible for paying the rental fees plus the furniture, equipment, catering permit, and services. Any additional items may require additional deposit fund(s) Payment is due within 15 business days from the time of invoice. . Failure to timely pay all required fees or deposits may result in either cancellation or referral to the County's Legal Department for further action.

CANCELLATIONS

In order to receive a deposit refund less the $100.00 cancellation fee, notice must be given 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. The Licensee will forfeit all of their contracted fees if cancellation is received less than 30 days before the time of event. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in the Williamson County Exposition Center Policies. Licensee will forfeit deposit and any fees for cancellation of an event due to failure to comply with these policies.

SUB-LEASING

Sub-Leasing is not available. If sub-leasing is reported, Licensee Agreement will be immediately terminated.

CREDIT CARD POLICY

Williamson County accepts payment by Visa, Discover and MasterCard only. Per Local Government Code we assess a (2.19%) fee to each transaction

NSF (INSUFFICIENT FUNDS) CHECK POLICY

Any checks returned by the bank for any reason will be turned over to the County Attorney's office for prosecution, unless immediate and adequate payment is arranged with the approval of management. NSF (insufficient funds) checks will be charged an additional $30.00 fee.

KEY DISTRIBUTION

Facility key distribution will be arranged during event planning meetings. Loss of keys may result in the expense on the Licensees part to re-key the facility.

INSURANCE REQUIREMENTS- Comprehensive Public Liability Insurance

Proof of current comprehensive public liability insurance is required for all events at the Williamson County Exposition Center. A one million dollar ($1,000,000) with a two million dollar ($2,000,000) aggregate public liability insurance for bodily injury or death is required. The policy must name the, Williamson County as a certificate holder and additional insured. The policy must be effective during the times as stated on the Agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations. **The policy must name "Williamson County, Texas (Williamson County Exposition Center)" as a certificate holder and additional insured.**

CLEANING

Contracted areas should be left in the state that they were found. General cleaning is the responsibility of the Licensee in all areas after an event. If the Licensee fails to complete clean-up the event holder risk losing deposit. For larger events and events open to the public, Williamson County Exposition Center management may require the delivery of a roll off dumpster for the event. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

FREIGHT

Any freight delivered before an event must be approved by the Williamson County Exposition Center management. Any freight left after an event move out date or time will be charged a fee of $100.00 per day. Deliveries for event coordinators may be accepted by Williamson County Exposition Center employees with prior approval by facility management.

FIRST AID

Licensee may be required to provide, at the Williamson County Exposition Center management's discretion, certified first aid personnel during the term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the Williamson County Exposition Center management office by the close of the event each day.

FOG AND SMOKE MACHINES

Use of fog or smoke machines is restricted to outside only. Inside use is prohibited

SECURITY

Uniformed officer(s), commissioned by a government organization, are required at all events having alcohol and/or any event having over 500 guests or at the discretion of the Williamson County Exposition Center management. Officers are scheduled by Licensee and must be paid individually by Licensee at the commencement of the event.

The uniformed officer(s) is not a guest of the event. The uniformed officer(s) purpose of being present at the event is to provide security for the event.

Any event lasting longer than six hours may be required to have an additional uniformed officer.

The Williamson County Exposition Center management has the authority to waive security requirements for public events that may not require security due to a low expected attendance to allow the contracted concessionaire the ability to sell alcohol.

ALCOHOL POLICY

Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required below. The Licensee must provide security for any event serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all parts of the facility for any event. The Approved Alcohol Vendor/ Concessionaire will be charged a percentage of the gross sales. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary.

ALCOHOLIC BEVERAGES

Alcohol is strictly prohibited at the Williamson County Exposition Center unless the following criteria are met:

1. Alcohol consumption must be outlined in the License and Use Agreement and details determined (such as location, time and security plan) during planning meetings with facility management.

If alcohol is to be consumed on the premises of the Williamson County Exposition Center, Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with current liquor liability insurance coverage and liquor license for the facility being used. Licensee will need to schedule at least 30 days in advance with the facility manager.

2. If alcohol is to be sold or provided at a ticketed event in any Williamson County Exposition Center facility including the Exposition Center, Exposition Hall, Arena or Covered Expo the following requirements must be met:

- Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws)
- Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described in the insurance section herein.
- Approved Alcohol Vendor/ Concessionaire must provide security plan to facility management for final approval a minimum of 30 days prior to scheduled event.

3. If alcohol is to be provided to the general public for free, or otherwise made available in any Williamson County Exposition Center facility including the Exposition Center, Exposition Hall, Arena or Covered Expo the following requirements must be met:

- Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with current liquor liability insurance coverage and liquor license for the facility being used. Licensee will need to schedule at least 30 days in advance with the facility manager.
- Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described in the insurance section herein.
- Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to facility management for final approval a minimum of 30 days prior to scheduled event.

4. If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available as described in numbers 1 through 3 above, the Licensee, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

5. Arena Area:

- No Bring Your Own Bottle ("BYOB") events in the arena.
- Alcohol sale and service will be permitted by an Approved Alcohol Vendor/ Concessionaire.
- All TABC rules will be followed.
- No glass of any kind in the Arena(s).
- No alcohol may leave the designated arena area.

6. Expo Hall Area:

- Alcohol SALES will be permitted by an Approved Alcohol Vendor/ Concessionaire only.
- All TABC rules will be followed.
- Alcohol SERVICE will be permitted with limitations. Only the Approved Alcohol Vendor/ Concessionaire may provide this service and will abide by the same security rules stated above.
- No Bring Your Own Bottle ("BYOB") events in the Expo Hall Areas.
- No alcohol may leave the designated room the Licensee has retained.

COOKING

Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.

CATERING/OUTSIDE FOOD

The Williamson County Exposition Center does require a Williamson County Exposition Center Caterer's Event Permit for a vendor/event holder to bring outside food and/ or beverage (including alcohol) for a scheduled event.

HOSPITALITY

The Williamson County Exposition Center does require a Williamson County Exposition Center Hospitality Permit for an event holder to bring in pre-packaged snacks, coffee, bottled water, etc. for a scheduled event. The purpose of the Hospitality Permit is to provide light refreshments to vendors, volunteers, judges, announcers, or at the discretion of the Williamson County Exposition Center. If a Hospitality Permit is in place, concession services may or may not be available.

CONCESSIONS

Concessions for all ticketed and public events are provided exclusively by the contracted year-round Concessionaire for the Williamson County Exposition Center.

DONATIONS AND SPONSORSHIPS

Any donations or sponsorships (including food/beverage items) must be discussed with Williamson County Exposition Center management prior to signing Agreement.

DECORATIONS

The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures and/or do not comply with fire code are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are not allowed on the grounds or in our facility. All decorations hung from ceilings or that require the use of equipment must be done by Williamson County Exposition Center staff and may be charged a $50.00/ hour Forklift/Genie lift fee. Additional decorations hung by staff are subject to a $20.00/ hour staff assistance fee. All staff assisted decorations must be delivered no less than 72 hours prior to the event with written instructions on where to place the decorations.

CANDLES AND OPEN FLAMES

Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the facility manager and must comply with Section 308.3. No pyrotechnics inside.

ELECTRICAL

Events requiring special arrangements (electrical drops) must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office with the completion of the final layout. Any changes after event set-up is complete may be charged a $50.00/ hour Forklift/ Genie lift fee.

AUTOMOBILES

Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to the event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

EXIT DOORS AND FIRE CODE

A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of fire code issues will be decided upon by the Williamson County Exposition Center management.

ANIMALS

Licensees utilizing a Williamson County facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals.

Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee’s care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to ensure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County facility, refer to specific facility information; service dogs are the exception.

As required by Texas Animal Health Commission, negative Coggins Test certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

LIVESTOCK BEDDING

There will be no outside bedding allowed at the Williamson County Exposition Center. Bedding must be purchased from the Williamson County Exposition Center for the purpose of bedding stalls or livestock pens.

GENERAL COMPLIANCE

Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules within the Expo facility and must act in good faith and cooperate with Williamson County.

GLASS CONTAINERS

Glass drinking containers are not permitted in any Williamson County Exposition Center facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Covered Expo, or Parking Lot.

GUNS AND GUN SHOW POLICY

Only authorized permit holders or licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure may bring or carry firearms into the Williamson County Expo Center. Exhibitors displaying approved firearms must comply with all federal, state and local laws governing the possession and/or sale of such.

Presumptively, firearms may not be loaded or fired in the interior or exterior of the center, including parking areas.

Non-permitted or non-authorized individuals obtaining a firearm or handgun must leave the premises immediately upon exiting the gun show. Trigger mechanisms must be secured with tie wraps or similar devices. This policy does not apply to licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure.

Event holder must provide security during gun show events.

OPEN CARRYING OF FIREARMS

The carrying of firearms is pursuant to current Texas Statutes.

FLAMMABLE AND HAZARDOUS MATERIALS

Flammable liquids or materials under high pressure are prohibited inside the Williamson County Exposition Center. This includes, but is not limited to: gasoline, kerosene and propane.

HAZARDOUS WASTE

The Licensee agrees, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify facility management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials.

Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by facility management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by facility management for each infraction and Licensee shall be deemed in material breach of the License and Use Agreement and/or subject to immediate termination of the Agreement and removal from the property.

HEALTH PERMITS REQUIREMENTS

When an event involves a temporary food service operation or food demonstration, the Licensee is responsible for complying with all State Health Department guidelines. The County Health Officer can issue a temporary food service certificate for such events.

INDEMNIFICATION

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License and Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees.

Licensee's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

WARNING: UNDER TEXAS LAW (TEX.CIV.PRAC.&REM.CODE#87.003) A "PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER,

LIVESTOCK SHOW PARTICIPANT OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW".

INTELLECTUAL PROPERTY

Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the event. Licensee agrees to indemnify, defend and hold Williamson County, its officers, agents and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Williamson County government logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

LIABILITY AND LIMITATIONS OF PARKING

Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensee is responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

LIMITATIONS OF LIABILITIES

Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages or damages resulting from the use of the Williamson County Exposition Center, however arising, including failure of voice or data lines, even if Williamson County has been advised of the possibility of such damages. Williamson County liability will in no event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the License and Use Agreement. Users of Williamson County Exposition Center are advised to procure event cancellation insurance.

Williamson County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the License and Use Agreement.

LOST OR STOLEN ITEMS

Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center management will accept lost and found articles for distribution during normal business hours.

In addition, Williamson County Exposition Center management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facility only at such hours as designated by the License and Use Agreement. Licensee assumes all responsibility for any goods or materials which may be placed in County's storage before, during, or after an event.

USE OF COUNTY EQUIPMENT PROHIBITED

Without prior coordination and agreement of facility management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County government.

USE RESTRICTIONS

Williamson County government and/or Williamson County Exposition Center management may refuse event bookings when it is their opinion that the event may cause undue or unusual damage to the facility or that may violate local, state or federal laws, rules or regulations.

Williamson County government and/or Williamson County Exposition Center Management may refuse event bookings when it is their opinion that the event may cause a negative opinion of the County.

Williamson County government and/or Williamson County Exposition Center management may refuse event bookings when it is their opinion that a requested event conflicts with a similar event previously scheduled on the premises. Once a License and Use Agreement has been signed and executed and deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like event on any part of the grounds during the same period of time as that scheduled by the Licensee.

The Williamson County Exposition Center management reserves the right to refuse any individual or group the privilege of using the facility due to abuse of any facility policy, including but not limited to:

a) Past violations of the facility License and Use Agreement and/or policies

b) Past disregard for persons or property while using the facility

c) Past conduct which is deemed to be of an inappropriate manner

d) Failure to make full payment for any and all charges connected with Licensee's use of the facility

EQUALITY

Licensees shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

PARKING LOTS AND ROADWAYS

Multiple events may be conducted simultaneously at Williamson County Exposition Center. It is the Licensee's responsibility to coordinate with facility management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

PHOTOGRAPHY

Williamson County Exposition Center management may take photos of public events held at the Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center management for educational or promotional materials.

No outside photography or recording for sale or distribution may be conducted at the Williamson County Exposition Center without written approval.

HELIUM BALLOONS

Helium balloons may not be distributed or sold inside the facility. With prior approval of the facility management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.

RV PARKING

Any event camping or having RV usage at the Williamson County Exposition Center shall use designated area.

Williamson County Exposition Center management will work with Licensee to determine location, additional fees and number of spaces allocated.

RECREATIONAL VEHICLE HOOKUPS – EVENT RELATED

Sites will be available for rent by event participants once the event holder has secured the date for the event. No overnight horse tie-outs are allowed in the RV Park. All sites must be paid in full before parking in the RV Park and site assignments will be determined by the Expo Staff. Once the reservation has been booked and paid no refunds will be issued.

RECREATIONAL VEHICLE HOOKUPS- GENERAL PUBLIC

Sites will be available for rent 7 days a week upon availability. The sites will be available for reservations to the general public 2 weeks prior to scheduled arrival date. No overnight horse tie-outs are allowed in the RV Park. All sites must be paid in full before parking in the RV Park and site assignments will be determined by the Expo Staff. Once the reservation has been booked and paid no refunds will be issued.

VENDORS

A vendor is any individual or company that is providing a service or product on the Williamson County Exposition Center property for sale or distribution. All vendors must be approved by the event holder and the Williamson County Exposition Center prior to scheduled event.

Commissioners Court - Regular Session **24.**

Meeting Date: 11/13/2018

Expo Adjusted License and Use Agreement reflecting adjusted policies

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Expo Center recommended revised License and Use Agreement document and authorizing the Williamson County Exposition Center Manager to administer under the supervision of the Williamson County Commissioners Court.

Background

The Williamson County Expo Center License and Use Agreement Document, once approved by the Williamson County Commissioners Court, will remain unchanged unless revisions or amendments are approved by the Court. Thus, the documents will serve as the standard documents to be used for Agreements. The Williamson County Exposition Center Manager will sign the documents on behalf of Williamson County in order to complete each Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo License and Use Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/08/2018 11:05 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 11:17 AM
Form Started By: Randy Bell		Started On: 11/07/2018 02:38 PM
Final Approval Date: 11/08/2018		

THIS AGREEMENT is made and entered into the **"DAY"** day of **"MONTH, YEAR"** by and between Williamson County, Texas a political subdivision of this state of Texas hereinafter called Licensor, Williamson County Exposition Center, acting by and though it's duly authorized General Manager and **"LICENSEE"** hereinafter called Licensee, is as follows:

1. In exchange for the deposit and fee(s) described in paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to Licensee permission to use the area or real property specified in Exhibit "A" for the purpose of holding an **"EVENT TYPE"** Exhibit "A" is incorporated herein as if copied in full. Licensee's use is restricted to the below named areas including the use of the parking area adjacent to the reserved premises, and any avenues of ingress and egress to the premises and such parking areas.

2. The term of occupancy granted by this Agreement shall be on the dates and times indicated:

Facility	**Move-in Date and Time**	**Event Date and Time**	**Move-Out Date and Time**
"VENUE SPACE"	"DATE AND TIME"	"DATE AND TIME"	"DATE AND TIME"

3. DEPOSIT: Licensee agrees to deposit with the Williamson County Exposition Center as a security deposit for the above premises the sum of FIVE HUNDRED DOLLARS ($500.00), the disposition of which shall be governed by the regulations governing the Williamson County Exposition Center. Licensee acknowledges a receipt of a copy of the schedule of the regulations governing the Williamson County Exposition Center and agrees and covenants to be bound by the terms thereof. Public or private promotion for any event may take place after the required security deposit is made to Williamson County Exposition Center. Security deposits are may be applied to fees. The deposit reserves the date and will cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be refunded approximately 45 days after the event.

4. HOURS OF OPERATION: Event Hours: Sunday- Saturday 6:00 am- 12:00 am
The Licensee should make every effort to end events in accordance with the agreed upon end times. The Licensee may be charged a rental extension fee of $150.00/ hour beginning at 12:01 am. Extensions are subject to event circumstances and venue availability.
A representative of the Licensee's party must be on premise for the duration of the event. Access to the Williamson County Exposition Center will conclude upon the departure of all Licensee representatives.

5. PAYMENT: ONE DAY EVENT- The Licensee is responsible for paying the facility rental fee 30 days before the day of the License and Use. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of N/A AND 00/100 DOLLARS ($0.00), payable as set forth. The room License and Use fee of N/A AND 00/100 DOLLARS ($0.00) shall be paid 30 days before the date of the event. The furniture, equipment and services fee of N/A AND 00/100 DOLLARS ($0.00) shall be paid 15 days from the time of invoice which includes all required charges set forth in Licensee's schedule of fees and charges for additional services, accommodations or material furnished to or loaned to Licensee (PENDING CONCLUSION OF EVENT) DOLLARS ($0.00) shall be paid within 15 business days from the time of invoice.

6. PAYMENT: MULTIPLE DAY EVENTS: The balance of the License and Use fees plus the furniture, equipment and service fees are due within 15 business days from the time of invoice. The invoice will include facility License and Use, equipment, furniture and service fees. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of **N/A AND 00/100 DOLLARS ($0.00)**, payable as set forth. The room License and Use fee of **TBD AND 00/100 ($00.00)**; the furniture, equipment and services fee of **N/A AND 00/100 DOLLARS ($0.00)**, plus all required charges set forth in Licensee's schedule of fees and charges for additional services, accommodations or material furnished to or loaned to Licensee **(PENDING CONCLUSION OF EVENT) DOLLARS ($0.00)** shall be paid within 15 business days from the time of invoice.

7. PAYMENT: Licensee acknowledges a receipt of a copy of the schedule or fees and charges and covenants that is bound thereby. Additional fees may apply if changes are made (hours, equipment, catering, etc.) Williamson County accepts payment by Cash, Check, Visa, and MasterCard only. Per Local Government Code we assess a 2.19% fee to each credit card transaction. Any checks returned by the bank for any reason will be turned over the County Attorney's office for prosecution.

8. FACILITY: Williamson County retains control and management of Williamson County Exposition Center at all times and shall have the right at all times to enforce all rules and regulations described hereto and shall have the right to eject any or all persons who fail or refuse to comply with the rules and regulations. Williamson County Exposition Center management employees are responsible for management and maintenance of the facility and shall have the right to access the facility at any time during any event.

9. ADVERTISING and EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center management. Williamson County Exposition Center employees shall not be responsible for event promotion. The Williamson County government and/ or the Williamson County Exposition Center logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.

10. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement. A Williamson County Exposition Center employee may be on site or on call while the facility is occupied. This will be determined on an event by event basis and finalized during planning meetings.

11. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any part of the facility without prior written authorization of the Williamson County Exposition Center management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

12. SUB-LEASING: Sub-leasing is not available. If sub-leasing is reported, the agreement will be immediately terminated.

13. FLOOR/AREA PLANS: Licensee shall submit floor / area plans to facility management at least 10 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, etc. Facility management will work with each Licensee on parking spaces, loading and unloading spaces, specific needs, requirements to ensure compliance with fire safety standards and facility requirements.

14. MOVE IN-MOVE OUT: Move in-move out rates are available Monday-Friday 8:00 am- 5:00 pm. Additional hours outside of 8:00 am- 5:00 pm on a move in-move out day will be subject to a $20.00 / hour fee. (Move in-move out rates are not available Saturday and Sunday) Each event will be limited to one move in and one move out day at the move in-move out rate.

15. CANCELLATIONS BY LICENSEE: In order to receive a deposit refund less the $100.00 cancellation fee, notice must be given 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. The Licensee will forfeit all of their contracted fees if cancellation is received less than 30 days before the time of event. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in the Williamson County Exposition Center Policies. Licensee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies.

16. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case the Property or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the agreement difficult or impossible to perform and/or (f) if the Property is needed for public necessity or emergency use as determined by Williamson County.

17. RESCHEDULING: A fee of $100.00 may be applied to events rescheduling outside of 60 days before the original event date. Any event rescheduling within 60 days will be handled as a cancellation and rebooking and will be held to the cancellation fees and timelines.

18. INSURANCE REQUIREMENTS-Comprehensive Public Liability Insurance at least 14 days prior to the commencement of the term of this Licensee Agreement will provide proof of current comprehensive public liability insurance. Comprehensive public liability insurance is required for all events at the Williamson County Exposition Center. A one million dollar ($1,000,000) with a two million dollar ($2,000,000) aggregate public liability insurance for bodily injury or death is required. The policy must be effective during the contracted times as stated on the agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations. **The policy must name "Williamson County, Texas (Williamson County Exposition Center)" as a certificate holder and additional insured.**

19. CLEANING: Contracted areas should be left in the state that they were found. General cleaning is the responsibility of the Licensee in all licensed areas after an event. If the Licensee fails to complete clean-up, the Licensee risk losing deposit. For larger events and events open to the public, Williamson County Exposition Center management may require the delivery of a roll off dumpster for the event. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

20. FREIGHT: Any freight delivered before an event must be approved by the Williamson County Exposition Center management. Any freight left after an event move out date or time will be charged a fee of $100.00 per day. Deliveries for event coordinators may be accepted by Williamson County Exposition Center employees with prior approval by facility management.

21. FIRST AID: Licensee may be required to provide, at the Williamson County Exposition Center management's discretion, certified first aid personnel during the agreement term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the Williamson County Exposition Center management office by the close of the event each day.

22. SECURITY: Uniformed officer(s), commissioned by a government agency, are required at all events having alcohol and/or any event having over 500 guests or at the discretion of the Williamson County Exposition Center management. The event described herein will have TBD certified, uniformed officers who are directly supervised by a governmental agency, scheduled from TBD until TBD. Officers are scheduled by Licensee and must be paid individually by Licensee at the commencement of the event.
    Alcohol may not be served until officers have arrived and are in place.
    The uniformed officer(s) is not a guest of the event. The uniformed officer(s) purpose of being present at the event is to provide security for the event.
    Any event lasting longer than six hours may be required to have an additional uniformed officer.

23. PHOTOS: Williamson County Exposition Center management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center management for educational or promotional materials.

24. ALCOHOL POLICY: Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required. The Licensee must provide security for any events serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited at the facility for any event. The Approved Alcohol Vendor/ Concessionaire will be charged a percentage of the gross sales. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of your event but may be shut off sooner if deemed necessary.

25. CONCESSIONS and CATERING: All concessions for ticketed and public events are provided exclusively by the contracted year-round concessionaire for the, Williamson County Exposition Center. The Williamson County Exposition Center does allow catering through a catering permit process. Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.

26. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures and/or do not comply with fire code are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are not allowed on the grounds or in our facility. All decorations hung from ceilings or that require the use of equipment must be done by Williamson County Exposition Center staff and may be charged a $50.00/ hour Forklift/Genie lift fee. Additional decorations hung by staff are subject to a $20.00/ hour staff assistance fee. All staff assisted decorations must be delivered no less than 72 hours prior to the event with written instructions on where to place the decorations.

27. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the facility manager and must comply with Section 308.3. No pyrotechnics inside.

28. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to outside only. Inside use is prohibited

29. AUTOMOBILES: Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to your event. All fire regulations must be strictly followed when an automobile

is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

30. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center management.

31. ELECTRICAL: Events requiring special arrangements (electrical drops) must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office with the completion of the final layout. Any changes after event set-up is complete may be charged a $50.00/ hour Forklift/ Genie lift fee.

32. ANIMALS: Licensee utilizing a Williamson County Exposition Center facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several of the Williamson County Exposition Center areas, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health Commission, negative Coggins Test certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

33. LIVESTOCK BEDDING: Williamson County Exposition Center shall be the sole provider of any foreign materials used for bedding (such as straw, shavings, hulls, etc.), and shall make the sole determination as to which such foreign materials, if any, can be used. Licensee shall purchase shavings (if Licensee desires) solely from Williamson County Exposition Center. **No outside shavings or other bedding shall be permitted on the grounds.**

34. NIGHT WATCHMAN: Williamson County Exposition Center will provide at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which horses are stalled or animals are on the premises.

35. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable city, state and federal governmental agencies, laws, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

    Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensees shall comply with all posted rules within the Williamson County Exposition Center facility, and must act in good faith and cooperate with Williamson County.

36. GLASS CONTAINERS: Glass drinking containers are not permitted in any Williamson County Exposition Center facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the arena, barns or parking lot.

37. FLAMMABLE AND HAZARDOOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited inside the Williamson County Exposition Center. This includes; but is not limited to gasoline, kerosene and propane.

38. OPEN CARRYING OF FIREARMS: The carrying of firearms is pursuant to current Texas Statute.

39. HAZARDOUS WASTE: The Licensee agrees, at all material times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify facility management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by facility management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by facilities management for each

infraction and Licensee shall be deemed in material breach of the License & Use Agreement and subject to immediate termination of the License & Use Agreement and removal from the property.

40. INDEMNIFICATION : To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License & Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Licensee's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

    WARNING: UNDER TEXAS LAW (TEX.CIV.PRAC.&REM.CODE#87.003) A "PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW".

41. USE OF COUNTY EQUIPMENT PROHIBITED: Without prior coordination and agreement of facility management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County government.

42. INTELECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the event. Licensee agrees to indemnify, defend and hold Williamson County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Williamson County government logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

43. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensees are responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

44. LIMITATIONS OF LIABILITIES: Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages or damages resulting from the use of the Williamson County Exposition Center, however arising, including failure of voice or data lines, even if Williamson County has been advised of the possibility of such damages. Williamson County liability will in no event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the License & Use Agreement. Users of Williamson County Exposition Center are advised to procure event cancellation insurance. Williamson County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of License & Use fees paid under the License & Use Agreement. Williamson County Exposition Center shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of the Williamson County Exposition Center.

45. LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center management will accept lost and found articles for distribution during normal business hours. In addition, Williamson County Exposition Center management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County facility shall be the responsibility of the Licensee.

All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the License & Use Agreement. Licensee assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an event.

46. PARKING LOTS AND ROADWAYS: Multiple events may be conducted simultaneously at Williamson County Exposition Center. It is the Licensee's responsibility to coordinate with facility management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

47. HELIUM BALLOONS: Helium balloons may not be distributed or sold inside the facility. With prior approval of the facility management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.

48. SMOKING: No smoking is allowed inside the Williamson County Exposition Center buildings.

49. RV PARKING: Any event camping or RV usage at a Williamson County Exposition Center shall use designated areas for camping and parking. Williamson County Exposition Center management will work with Licensee to determine location, additional fees and number of spaces allocated.

50. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.

51. CAPACITY: Licensee shall not admit to the premises a larger number of persons than the seating capacity thereof. The ruling of the Williamson County Exposition Center Manager on this question shall be final.

52. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the Williamson County Exposition Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the required security deposit.

53. MEDIA RIGHTS: Williamson County Exposition Center reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Exposition Center during the term of this agreement. Should the Williamson County Exposition Center grant Licensee such privilege, Williamson County Exposition Center has the right to require advance payment of any estimated related cost to Williamson County Exposition Center and may also require payment for said privilege in addition to License & Use fee. The grant of such privilege must be in writing and obtained from the Williamson County Exposition Center Manager in advance of the broadcast date.

54. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

55. GOVERNING LAW & VENUE: 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.

56. FORCE MAJEURE: In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

57. 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.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE WILL NEED TO SIGN THE AGREEMENT AND RETURN TO THE WILLIAMSON COUNTY EXPOSITION CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE FACILITY MANAGER/ ACTING MANAGER.

WILLIAMSON COUNTY, TEXAS
LICENSOR

By:_____
Facility Manager

_____
Date

LICENSEE

By:_____
Authorized Agent

_____
Driver's License # Date

Exhibit "A"

Exhibit "A"

Commissioners Court - Regular Session **25.**

Meeting Date: 11/13/2018

Discuss and take appropriate action on accepting the resignation of Juli Word as the Williamson County representative on the CapMetro Board of Directo

Submitted For: Cynthia Long **Submitted By:** Tammy Smith, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on accepting the resignation of Juli Word as the Williamson County representative on the CapMetro Board of Directors effective November 30, 2018 and appointing Eric N. Stratton to fill the unexpired term which ends June 30, 2020.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bio

Form Review

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

ERIC NAPIER STRATTON, MSN, RN

Eric Stratton is a strategic planner, communicator and problem-solver with 20 years' experience in policy, program and operations management. He and his wife and two children live in the Williamson County part of Austin. The first five years of his career was spent working with various Congressional and state legislative races. The next five years, Eric worked in Washington DC for the National Rural Electric Cooperative Association, educating membership and Congress on complex energy and environmental policy issues.

After a life-altering event involving the health of one of his children, Eric was led to pursue a career in healthcare and became a Registered Nurse and obtained his Master of Science in Nursing from the University of Texas at Austin, specializing in pediatrics and teaching. Using his passion and experience, he helped organize and execute the first ever Autism Awareness Day at the Texas Capitol.

Most recently, Eric spent five years with the Texas Health and Human Services Commission, serving as Policy Analyst for the Senior Advisor to the Executive Commissioner and Clinical Policy Advisor in Medicaid. There he helped design, procure, implement, and operationalize STAR Kids, the legislatively mandated multi-billion-dollar Medicaid managed care system for children and youth with special healthcare needs. He also served as the subject matter expert for the Private Duty Nursing program, advising and training multiple managed care organizations and providers on Medicaid policy. He also provided clinical and policy oversight for the transition of programs from the Department of Assistive and Rehabilitative Services to HHSC and the Texas Workforce Commission. Recently, Eric left HHSC to lend his strategic planning, policy, program and operations expertise to his wife's communications and speech consulting business, Stratton Strategies.

Over the years, Eric has also taken time for his community. He was elected to the Avery Ranch Home Owner's Association Board and served a term as Vice President, where he focused on process improvements and procedures to improve transparency and efficiency. He also continues to be involved with the University of Texas Blazers, the honorary men's service organization on campus which he helped co-found and now serves on its Alumni Advisory Council.

Commissioners Court - Regular Session **26.**

Meeting Date: 11/13/2018

Contract Approval for 9-1-1 Dispatch Courses

Submitted For: Scott Parker **Submitted By:** Scott Parker, Emergency Communications

Department: Emergency Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Education and Training Course Agreements for Emergency Communications.

Background

These agreements between Williamson County and the National Emergency Number Association are for Communication Supervisor, Advanced Police Dispatch, and Advanced Fire/EMS Dispatch Courses. These programs are nationally recognized courses and provide all class materials, instructional aids, and the certified instructors. This training is consistent with the ongoing development of the leadership team and improvement of the dispatchers in the Williamson County 9-1-1 dispatch center.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comm Supv Course Agreement

Multi-Course Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Form Started By: Scott Parker		Started On: 11/08/2018 09:55 AM
Final Approval Date: 11/08/2018		

NENA
Education & Training

Course Agreement (3 Day)

THE PERSON ACCEPTING AND SIGNING THIS AGREEMENT FOR THE AGENCY REPRESENTS THAT THEY ARE DULY AUTHORIZED TO DO SO FOR AND ON BEHALF OF THE AGENCY, AND THAT THE AGENCY UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

Agency: Williamson County Emergency Communications

Representative: Judge Dan Gattis

Course Title: Comm Supervisor Date(s): 12-10-18 to 12-12-18

A. Your Agency will:

1) Select one of the following options:

☑ Option 1 - Outright Purchase:
Immediately following the presentation of the Course listed above, the host agency / entity will pay NENA the outright purchase fee of $10,000 for a three-day offering (unless otherwise stipulated in a written quote from NENA).

OR

☐ Option 2 – Course Host - Open Individual Registration:
Each student / agency is responsible for registering and paying for their registration on www.nena.org. Fees are as follows for three-day classes (from both the host agency and outside registrants): $399 per person for NENA Members and $550 for Non-Members. A registration fee shall be paid for each person to be trained at the Course ("Trainee"). The host agency is entitled to up-to three (3) discounted seats for hosting the course upon meeting the minimum registration identified in Section C.4. of this agreement.

2) Any change to the registration number made less than five (5) days prior to the date of the course may require contingent fees for extraordinary shipping and handling charges, which shall be invoiced by NENA and paid by Agency to NENA within two weeks after Agency's receipt of such invoice.

3) Complete the NENA Course Host Information Form.

4) Provide a suitable classroom, of adequate capacity, to comfortably train up to 35 trainees. Classroom shall be maintained as a smoke-free environment, furnished with the following equipment (in size, number and configuration to be perceived effectively by all Course Registrants in the classroom), which Agency shall provide and maintain in good working order throughout the Course:

- LCD projector-computer image projector with laptop computer compatible interface. (If a LCD projector is not available NENA will provide a LCD projector at the cost of $100 per class to cover shipping and handling.)
- Projection screen.
- Black or White Board with Markers and Erasers.
- An Instructor's Work Table.

5) Receive and safeguard Course Manuals that NENA will provide for each Trainee registered for the Course, and then distribute these to such registrants. Extra Manuals must be safeguarded and returned by Agency to NENA immediately after the Course or your Agency will be charged and pay a contingent fee of $25 each for any extra Course Manuals that are not so returned to NENA.

6) For courses purchased outright (option 1):

   a) The host will provide an electronic roster (Excel Spreadsheet is preferred) containing the names and addresses of all of the participants taking the course to the course instructor on the day of the course or within ten 10 business days of the end of the course.

b) For classes with more than 35 registrants, additional fees of $175 will be charged for every ten (10) additional students registered to offset additional printing costs.

B. NENA will:

1. Prepare a Course brochure soliciting registrations and market the course for the prospective trainees in your area who are not employed by your Agency ("Outside Registrations");
2. Receive and process all registrations and fees (including those from your Agency) for the Course if option two is selected.
3. Provide a Certified NENA Instructor (the "Instructor") and materials to conduct the Course for all properly registered and Course Registrants. The individual Instructor provided shall be assigned (and may be changed) by NENA at NENA's sole discretion and in accordance with NENA's Policies & Procedures for such assignments; and
4. Process and issue Certificates of attendance and or completion within eight (8) weeks of the course completion.

C. General Provisions:

1. All payments of fees must be received by NENA within the time-periods specified herein, and shall be paid by Agency check or (for government agencies, only) binding Agency Purchase Order. In the event that such purchase orders are used, these must specify actual disbursement by check to be received by NENA no later than ten (10) business days after the last day of the Course. Any fee payments not actually made and performed by Agency in accordance with these specifications will be immediately due and payable to NENA and may be subject to default collection procedures.
2. All fees are to be paid in U.S. funds.
3. NENA may invite up to three complimentary outside registrants as its guests at the Course.
4. The minimum enrollment for the course is 18 registrants. If the total enrollment in the Course is less than 18 Trainees and/or Outside Registrants, then, in order to offset NENA's fixed costs of providing an Instructor for the Course, Agency agrees that NENA shall have the right to charge an Additional Contingent Fee based on the following scale.

16 – 18 Students Registered -	$1,500	6 – 10 Students Registered -	$4,500
11 – 15 Students Registered -	$3,000	1 – 5 Students Registered -	$6,000

5. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
6. 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 licensee 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 licensee 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 licensee'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.
7. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

8. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

9. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

10. Neither NENA nor Agency may cancel or modify this agreement, without the prior, written consent of the other, unless the party desiring to do so is willing to pay the unrecoverable costs incurred by the other party in its compliance with this Agreement, and on terms acceptable to the other party.

_____	_____
Signature of Agency Representative	Signature of NENA Representative
_____	_____
Printed Name of Agency Representative	Printed Name of NENA Representative
_____	_____
Date	Date

Multi Course Agreement

THE PERSON ACCEPTING AND SIGNING THIS AGREEMENT FOR THE AGENCY REPRESENTS THAT THEY ARE DULY AUTHORIZED TO DO SO FOR AND ON BEHALF OF THE AGENCY, AND THAT THE AGENCY UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

Agency: Williamson County Emergency Communications

Representative: Judge Dan Gattis

Course Title: Advanced Police Dispatch Date(s): 1/28/2019

Course Title: Advanced Police Dispatch Date(s): 2/4/2019

Course Title: Advanced Fire / EMS Dispatch Date(s): 2/25/2019

Course Title: Advanced Fire / EMS Dispatch Date(s): 3/4/2019

A. Your Agency will:

1) Outright Purchase of the above courses:

   Immediately following the presentation of the Course listed above, the host agency / entity will pay NENA the outright purchase fee of $4,000 for a one-day offering and $7,000 for two-day offerings. The fee for additional courses held on succeeding days is $3,500 (unless otherwise stipulated in a written quote from NENA). The course(s) must be held on dates immediately following the initial course presentation and the same instructor must be used to receive discounted rate.

2) Any change to the registration number made less than five (5) days prior to the date of the course may require contingent fees for extraordinary shipping and handling charges, which shall be invoiced by NENA and paid by Agency to NENA within two weeks after Agency's receipt of such invoice.

3) Complete the NENA Course Host Information Form.

4) Provide a suitable classroom, of adequate capacity, to comfortably train up to 35 trainees. Classroom shall be maintained as a smoke-free environment, furnished with the following equipment (in size, number and configuration to be perceived effectively by all Course Registrants in the classroom), which Agency shall provide and maintain in good working order throughout the Course:

   - LCD projector-computer image projector with laptop computer compatible interface. (If a LCD projector is not available NENA will provide a LCD projector at the cost of $100 per class to cover shipping and handling.)
   - Projection screen.
   - Black or White Board with Markers and Erasers.
   - An Instructor's Work Table.

5) Receive and safeguard Course Manuals that NENA will provide for each Trainee registered for the Course, and then distribute these to such registrants. Extra Manuals must be safeguarded and returned by Agency to NENA immediately after the Course or your Agency will be charged and pay a contingent fee of $25 each for any extra Course Manuals that are not so returned to NENA.

6) For courses purchased outright

   a) The host will provide an electronic roster (Excel Spreadsheet is preferred) containing the names and addresses of all of the participants taking the course to the course instructor on the day of the course or within ten 10 business days of the end of the course.

b) For classes with more than 35 registrants, additional fees of $175 will be charged for every ten (10) additional students registered to offset additional printing costs, unless stipulated in a written quote.

B. NENA will:

1. Prepare a Course brochure soliciting registrations and market the course for the prospective trainees in your area who are not employed by your Agency ("Outside Registrations");
2. Receive and process all registrations and fees (including those from your Agency) for the Course.
3. Provide a Certified NENA Instructor (the “Instructor”) and materials to conduct the Course for all properly registered and Course Registrants. The individual Instructor provided shall be assigned (and may be changed) by NENA at NENA's sole discretion and in accordance with NENA’s Policies & Procedures for such assignments; and
4. Process and issue Certificates of attendance and or completion within eight (8) weeks of the course completion.

C. General Provisions:

1. All payments of fees must be received by NENA within the time-periods specified herein, and shall be paid by Agency check or (for government agencies, only) binding Agency Purchase Order. In the event that such purchase orders are used, these must specify actual disbursement by check to be received by NENA no later than ten (10) business days after the last day of the Course. Any fee payments not actually made and performed by Agency in accordance with these specifications will be immediately due and payable to NENA and may be subject to default collection procedures.
2. All fees are to be paid in U.S. funds.
3. NENA may invite up to three complimentary outside registrants as its guests at the Course.
4. If the total enrollment in the Course is less than 15 Trainees and/or Outside Registrants, then, in order to offset NENA’s fixed costs of providing an Instructor for the Course, Agency agrees that NENA shall have the right to charge a Contingent Additional Fee of $800 per course to your Agency.
5. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
6. 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 licensee 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 licensee 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 licensee’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.
7. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
8. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

9. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
10. Neither NENA nor Agency may cancel or modify this agreement, without the prior, written consent of the other, unless the party desiring to do so is willing to pay the unrecoverable costs incurred by the other party in its compliance with this Agreement, and on terms acceptable to the other party.

_____	_____
Signature of Agency Representative	Signature of NENA Representative
Judge Dan Gattis	
_____	_____
Printed Name of Agency Representative	Printed Name of NENA Representative
_____	_____
Date	Date

Commissioners Court - Regular Session **27.**

Meeting Date: 11/13/2018

RCS Associates agreement Jarrell CERT

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and approve the adoption of Jarrell CERT as an RCS Associate customer under the County radio system.

Background

With the April 12, 2016 commissioner court approval of the RCS Associates agreement as an extension of the 2008 ILA. This agreement allows for contract services between the RCS and the subscriber providing substantial backing for the County's RCS invoice process. The City of Jarrell created a new Emergency management division to support the city. The (8) radios will be billed directly to Jarrell CERT. The RCS Advisory Board approved their request to join under an action item on the November 1, 2018 RCS Agenda during their quarterly meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RCS Associates Agreement Jarrell CERT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Form Started By: Catherine Roberts		Started On: 11/08/2018 10:20 AM
Final Approval Date: 11/08/2018		

WILLIAMSON COUNTY
RADIO COMMUNICATIONS SYSTEM
ASSOCIATES AGREEMENT FOR USE OF THE
WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM
BY THE ORGANIZATION KNOWN AS, JARRELL CERT

This Williamson County Radio Communications System Associates Agreement ("Agreement") for Use of The Williamson County Radio Communications System ("RCS") by the organization known as Jarrell CERT, ("RCS Associate") entered into by and between ("RCS Associate") and Williamson County, Texas ("County"), being collectively referred to as "the Parties", for the purpose of outlining the Parties' mutual obligations with respect to the organization becoming an RCS Associate in the Williamson County Radio Communications System ("RCS"). Accordingly, the Parties set forth their intent and understandings as follows:

RECITALS

WHEREAS, County and the organization known as; Jarrell CERT are parties to the Interlocal Agreement for the Establishment, Operation and Maintenance of the Williamson County Radio Communications System ("RCS"), as may be amended from time to time in accordance with the terms thereof ("RCS ILA Agreement"), which provides for the organizational and management structure for the ongoing administration, operation and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with operating, maintaining and upgrading the RCS;

WHEREAS, both County and RCS Associate are authorized pursuant to TEX. GOV'T CODE ANN., Chapter 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this Agreement;

WHEREAS, the RCS ILA Agreement authorizes County to enter into Interlocal Cooperation Agreements for use of the RCS with organizations that are eligible under FCC rules and regulations to use the licensed frequencies of the RCS;

WHEREAS, the organization known as, Jarrell CERT, has requested to become a RCS Associate, as that term is defined in the RCS ILA Agreement;

WHEREAS, the purpose of this Agreement is to allow the organization known as, Jarrell CERT, to become a RCS Associate and thereby be provided with access to and use of the RCS;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1.0 DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meanings given to them in the RCS ILA Agreement.

2.0 TERMS AND CONDITIONS

2.1 The RCS ILA Agreement, as attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement. In the event of any conflict between the provisions of this Agreement and the RCS ILA Agreement, the provisions of the most current, adopted revision of the, RCS ILA Agreement shall prevail.

2.2 RCS Associate hereby agrees to comply with all terms, conditions, covenants and obligations set forth in the RCS ILA Agreement and all such terms, conditions, covenants and obligations shall accrue and apply with equal effect to RCS Associate under the RCS ILA Agreement.

2.3 RCS Associate shall be afforded all of the rights and privileges afforded to "RCS Associates" under the RCS ILA Agreement.

2.4 RCS Associate shall perform all of the duties, responsibilities and obligations applicable to RCS Associates under the RCS ILA Agreement.

2.5 Pursuant to the RCS ILA Agreement, RCS Associate shall not be afforded any of the rights or privileges that are afforded to RCS Parties under the RCS ILA Agreement.

2.6 RCS Associate is authorized to access and use the type and quantity of Subscriber Units described in Exhibit "B", which is attached hereto and incorporated herein. RCS Associate shall not use any additional equipment or units on the RCS.

2.7 RCS Associate shall pay, in accordance with the terms of the RCS ILA Agreement, for the Subscriber Units authorized in Exhibit "B" based on the rates set forth therein.

2.8 If the number of Subscriber Units set forth on Exhibit "B" is amended during a Fiscal Year, RCS Associate shall pay County the amount due, which shall be based on the amended number of units and/or Subscriber Unit Fee, for the remainder of that Fiscal Year.

2.9 RCS Associate acknowledges and agrees that the Subscriber Unit Fee shall be adjusted, in accordance with the terms of the RCS ILA Agreement. RCS Associate further agrees to pay such adjusted fee in accordance with the RCS ILA Agreement and that RCS Associate shall be subject to any of the remedies set forth under the RCS ILA Agreement for any failure to make a payment.

2.10 In the event the governing body of RCS Associate fails to ratify and execute any subsequent amendments that are adopted in accordance with the terms of the RCS Agreement, the RCS Associate may, at the discretion of the Program Manager/Williamson County, under the guided recommendation of the RCS Advisory Board, as well as quorum recommendation from the Williamson County Commissioners Court, the RCS Associate may be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

3.0 TERM

3.1 Contingent Term. This Agreement is contingent upon both the continuation of the RCS Agreement and County's continued right to use the RCS under the RCS ILA Agreement. If County becomes no longer eligible to use the RCS for any reason or if the RCS ILA Agreement is otherwise terminated pursuant to its terms, this Agreement shall automatically terminate.

3.2 Initial Term. This Agreement shall commence on the date in which it is signed by the RCS Associate (intended) and executed Williamson County.

3.3 Automatic Renewal. If neither of the contingencies in 3.1 have occurred, this Agreement shall automatically renew on October 1st of each year for terms of one (1) year each.

3.4 Withdraw or Termination of Agreement. This Agreement can be terminated upon a minimum 90 day notification from the RCS Associate, in writing to the Program

Manager/Williamson County, and the RCS Advisory Board. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Associate in accordance with Section 18 of the RCS ILA Agreement, herein, the withdrawing or terminated RCS Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement

4.0 MISCELLANEOUS PROVISIONS

4.1. 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 obligations of all Parties shall be construed and enforced in accordance therewith. All 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 valid and enforceable.

4.2. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

4.3. Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

4.4. 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 the Parties, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. the Parties do 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.

4.5. Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. 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 shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

4.6. Assignment. RCS Associate may not assign or transfer its interest in or obligations under this Agreement without the prior written consent of County. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement and the RCS ILA Agreement. This Agreement shall ensure to the benefit of, and be binding upon, the successors and assigns of the Parties.

4.7. No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

4.8. Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of

the respective parties indicated below:

Williamson County RCS
Program Manager/System Manager
3171 S.E. Inner Loop
Georgetown, Texas 78626

RCS Advisory Board
3171 S.E. Inner Loop
Georgetown, Texas 78626

Williamson County
c/o: Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Organization Known As, Jarrell CERT
c/o Office of Emergency Management
161 Town Center Blvd.
Jarrell, Texas 76537

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this provision.

4.9. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

4.10. Attorney's Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

4.11. Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with the RCS Associate's zoning, franchise, or health and safety authority.

4.12. Dispute Resolution. Should dispute arise between the Parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the Parties may then litigate the dispute in a court of competent jurisdiction.

The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

4.13. Abatement of Costs. RCS Associate shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

4.14. Independent Relationships. The Parties shall act in individual capacities 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 any other party for any purposes whatsoever.

4.15. Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all the Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

4.16. Entire Agreement. This Agreement and the RCS ILA Agreement constitute the entire agreement between the Parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands on this _____ day of _____, 201__.

WILLIAMSON COUNTY

By: _____
Dan Gattis, (or his Successor)
Williamson County Judge

APPROVED AS TO FORM:

_____ Date _____
_____ (Print)
Williamson
County Attorney

_____ Date _____
_____ (Print)
Williamson County
Contract Auditor

Organization Known As, Jarrell CERT

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Exhibit "A"

Exhibit "B"

RCS Initial Subscriber Units (ISU) and Initial Rate Schedule

Agency Known as: Jarrell CERT

The initial number of ISUs and per unit monthly rate is as followed:

Cost Category	Number of ISU	Monthly Fee per each	Total Monthly Cost
RCS System Operations & Maintenance	**Subscriber Units No. 8**	**$ 28.18**	**$225.44**

Reference Section 2, Subsection 2.9 related to approved changes to per unit Monthly cost

Commissioners Court - Regular Session **28.**

Meeting Date: 11/13/2018

Liberty County ILA for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Agreement between Liberty County and Williamson County for the sale of surplus patrol vehicles in accordance with TX Local Gov't Code 263.152.(a) (1).

Background

Williamson County is willing to provide six (6) used, safe, well-maintained and operable surplus patrol vehicles to Liberty County at a fair rate not to exceed $ 49,024.68. Our last Interlocal Agreement with Liberty County was approved on March 27, 2018 for 6 patrol vehicles for the Liberty County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty County ILA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/08/2018 11:05 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 11:17 AM
Form Started By: Starla Hall		Started On: 11/07/2018 05:51 PM
Final Approval Date: 11/08/2018		

INTERLOCAL AGREEMENT BETWEEN LIBERTY COUNTY AND WILLIAMSON COUNTY

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This Agreement is between Liberty County, hereinafter called "Liberty County," and Williamson County, hereinafter called "Williamson County."

WITNESSETH

WHEREAS, the legislative purpose and intent of the Interlocal Cooperation Act, Section 791.001, Texas Government Code, is to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of inter-governmental contracting authority at the local level, including contracts between counties and other political subdivisions and agencies of the state;

WHEREAS, Liberty County and Williamson County are authorized to enter into contracts and agreements for the performance of governmental functions; and

WHEREAS, Liberty County relies on its Constables, Deputy Constables, and Mental Health Investigators to patrol unincorporated areas of the county and provide law enforcement services to its citizens; and

WHEREAS, Liberty County Constables, Deputy Constables, and Mental Health Investigators all rely on safe, well-maintained and operable patrol vehicles in order to provide law enforcement services within the county; and

WHEREAS, the Precinct 3 Constable's Office, Precinct 5 Constable's Office and the Mental Health Investigators under the County Attorney, are in need of safe, well-maintained and operable patrol vehicles in order to provide law enforcement services within the county; and

WHEREAS, Williamson County is willingly to provide six (6) used safe, well-maintained and operable patrol vehicles to Liberty County at a fair rate not to exceed **$49,024.68**; and

WHEREAS, the parties recognize that cooperation between the governmental agencies will provide better service to the public at reduced expense by avoiding costly duplication of manpower, equipment, and other resources; and

NOW, THEREFORE, Liberty County and Williamson County in consideration of the mutual covenants and conditions contained herein and in recognition of the benefits to be gained by citizens

of both Liberty County and Williamson County, promise and agree as follows:

1. Liberty County agrees to purchase the six (6) patrol vehicles identified in Exhibit "A" attached hereto in good working condition from Williamson County at a fair rate not to exceed **$49,024.68**.

2. Williamson County agrees to provide the six (6) patrol vehicles identified in Exhibit "A" attached hereto in good working condition to Liberty County for purchase at a fair rate not to exceed **$49,024.68**.

3. Liberty County agrees to compensate Williamson County in a one-time lump sum monetary payment after an invoice is provided to Liberty County in a timely mannerzxz. Liberty County's payment shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of the date Liberty County receives the Vehicles under this Agreement or the date that Liberty receives an invoice for the Vehicles under this Agreement. Interest charges for any overdue payments shall be paid by Liberty County in accordance with Texas Government Code Section 2251.025.

4. Notwithstanding any provisions herein, this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the government and any extension thereto. In the event that no funds or insufficient funds are appropriated for the payment due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to either County and the Vehicles shall be returned to Williamson County in the same condition in which they were received by Liberty County.

5. Liberty County and Williamson County agree that as a material part of the consideration for this Agreement, Liberty County admits and agrees that Liberty County was granted adequate time and opportunity to conduct an inspection of the Vehicles and that by accepting delivery of the Vehicles, Liberty County shall be deemed to have approved the condition of the Vehicles as of the closing date, including all improvements located on the Vehicles. Liberty County, for itself, its successors and assigns and for any person or entity claiming by, through or under Liberty County (all such persons being included in the name of Liberty County for purposes of this section), agrees to and does hereby accept the Vehicles, including all improvements located on the Vehicles, **"AS-IS" and "WHERE IS", "WITH ALL FAULTS"**, and Liberty County acknowledges and agrees that this Agreement is made without recourse (even as to the purchase price), and that neither Williamson County nor any of Williamson County's representatives and agents (all of such person, including Williamson County, being sometimes collectively referred to as the "Williamson County related persons") have made or given any warranties, guaranties or representations of any kind whatsoever, and the Williamson County related persons specifically disclaim any representations or warranties regarding any matter relating to this Agreement or the Vehicles,

whether oral or written, express or implied; including, without limitation, Liberty County agrees that there are no express or implied warranties of habitability, merchantability, suitability or fitness for a particular purpose. Liberty County's inspection of the Vehicles (or waiver thereof) shall relieve Williamson County of any liability to Liberty County as a result of any and all matters addressed herein, and Liberty County agrees to accept all liability thereof, as between Liberty County and Williamson County resulting from or in any way arising out of Liberty County's discovery of said matters subject of this entire paragraph.

6. Notwithstanding anything contained in this paragraph or the Agreement to the contrary, nothing in the Agreement shall be interpreted or construed as a waiver, relinquishment or abandonment of sovereign immunity granted or available to either or both parties to the Agreement. Furthermore, nothing in the Agreement shall be deemed as waiver or relinquishment of any Texas constitutional claim pertaining to the application of any indemnity claim under the Agreement.

7.. Neither party shall be deemed an employee or agent of the other party. This Agreement does not constitute a joint venture, either expressed or implied.

8. Williamson County agrees to exercise due diligence in the routine maintenance of all six (6) patrol vehicles prior to the sale to Liberty County.

9. **Both counties understand that before beginning a project under this Agreement, the Commissioners Court of both Liberty and Williamson Counties must give specific written approval for the project as required by TEX. GOV. CODE, § 791.014 which provides:**

§ 791.014 APPROVAL REQUIREMENT FOR COUNTIES.

1. Before beginning a project to construct, improve, or repair a building, road, or other facility under an interlocal contract, the Commissioners Court of a county must give specific written approval for the project.

(b) The approval must:

(1) be given in a document other than the interlocal contract;

(2) describe the type of project to be undertaken; and

(3) identify the project's location.

see Tex. Gov. Code, § 791.014, *et. seq.*

10. The terms of this Agreement exist solely for the purpose of completing this transaction. Either party has the right to cancel or void the transaction up to (14) days after transfer. Written notification of cancellation must be made to the other party. Upon such cancellation, the Vehicles must be returned to Williamson County in the same condition in which they

were received by Liberty County and Williamson County will return any consideration paid as of such date of cancellation, if any, back to Liberty County.

Executed on this the _____ day of _____, 2018, by Jay Knight, County Judge, on behalf of Liberty County, Texas, after approval by Commissioners Court

Executed on this the _____ day of _____, 2018, by Dan A. Gattis, County Judge, on behalf of Williamson County, Texas, after approval by Commissioners Court.

LIBERTY COUNTY

Jay Knight, Liberty County Judge

WILLIAMSON COUNTY

Dan A. Gattis, Williamson County Judge

ATTEST:

Paulette Williams, Liberty County Clerk

Nancy E. Rister, Williamson County Clerk

EXHIBIT "A"

PATROL VEHCILES TO BE PURCHASED BY LIBERTY COUNTY FROM WILLIAMSON COUNTY

ID	Year	Make	Model	Mileage	Price for Purchase	Agency
SB1413	2014	Chevrolet	Tahoe	113,023	$8,170.78	Precinct 3 Constable
SB1420	2014	Chevrolet	Tahoe	117,879	$8,170.78	Precinct 3 Constable
SB1322	2013	Chevrolet	Tahoe	112,581	$8,170.78	Precinct 5 Constable
SB1412	2014	Chevrolet	Tahoe	117,778	$8,170.78	Precinct 5 Constable
SB1206	2012	Chevrolet	Tahoe	117,962	$8,170.78	County Attorney Mental Health Investigator
SB1336	2013	Chevrolet	Tahoe	128,417	$8,170.78	County Attorney Mental Health Investigator
					Total Purchase Price: **$49,024.68**	

Commissioners Court - Regular Session **29.**

Meeting Date: 11/13/2018

Emergency Management Performance Grant

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of the 2018 Emergency Management Performance Grant award, in the amount of $77,838.45, issued by the Texas Department of Public Safety, Division of Emergency Management.

Background

The Office of Emergency Management annually applies for the Emergency Management Performance Grant through the Texas Department of Public Safety, Division of Emergency Management. The grant allows for reimbursement, up to fifty percent, of eligible emergency management related expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Terms and Conditions

Grant Award Letter

Grant Award

Grant Timeline

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/05/2018 09:01 AM
Form Started By: Jarred Thomas		Started On: 11/02/2018 02:40 PM
Final Approval Date: 11/05/2018		

2018 Emergency Management Performance Grant (EMPG)
Terms and Conditions

1. Purpose: The FY 2018 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.

2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: http://www.fema.gov/media-library/assets/documents/92248

3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.

4. Work to Be Performed: The approved FY 2018 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

A. Implement (NIMS) at the local level.

B. Incorporate pertinent information concerning National Response Framework into the local or inter-jurisdictional emergency management plan and its annexes.

C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.

E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

5. Grant Funding: Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.

6. Financial and Administrative Requirements: In Accordance with 2 A CFR Chapter II, Part 200 Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the Office of Justice Programs (OJP) Financial Guide.

A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments.

B. Subrecipient will comply with the organizational audit requirements of super circular 2A CFR 200 Audits of States, Local Governments, and Non-Profit Organizations.

C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.

D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of $750,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2018 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2018 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf.
Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **Local EMPG grant funds cannot be matched with any other federal funds.**

10. Lobbying:

A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).

B. The Subrecipient certifies that it and its principals and vendors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.

2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2018 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
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JASON K. PULLIAM
RANDY WATSON

October 15, 2018

Dan A. Gattis
Williamson County, Judge
710 S. Main Street, Ste 101
Georgetown, TX 78626-5703

Dear Judge Gattis:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2018 (FY 18) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG program funding that will be provided to your jurisdiction during FY 18. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG program requires adherence to all tasks outlined in the ***2018 Local Emergency Management Performance Grant (EMPG) Guide*** located online at: ***http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf.*** The 2018 Terms and Conditions are also enclosed for your review.

Included in these tasks, there are ten reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "EMPG Application Timeline" enclosure.

If your jurisdiction does not wish to participate in the FY 18 EMPG program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Program Supervisor (Lisa Resendez at Lisa.Resendez@dps.texas.gov or 512-424-7511/512-574-1473) or your District Coordinator.

Respectfully,



W. Nim Kidd, CEM®, TEM®
Chief
Texas Division of Emergency Management
Assistant Director
Texas Homeland Security
Texas Department of Public Safety

TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD

Program Title: FY 2018 Emergency Management Performance Grant (EMPG)

DHS Instrument Number: EMT-2018-EP-00008

TDEM Grant Number: 18TX-EMPG-1418

Administered By: Texas Division of Emergency Management
Texas Department of Public Safety
P.O. Box 4087
Austin, Texas 78773-0220

Recipient: Williamson County
710 S. Main Street, Ste 101
Georgetown, Texas 78626

Amount of Grant: $77,838.45

Period of Grant: October 1, 2017 to March 31, 2019

The period of grant reflects a six (6) month **PROGRAMMATIC EXTENSION ONLY** to complete and close out your FY 18 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2018 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	Original Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 10/15/2018	Date:

Return Signed Copy of This Page *within 45 days* to: TDEM.EMPG@dps.texas.gov
or mail in a copy to
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

FY 2018 EMPG Application Timeline

Form	Instruction
October 1, 2017	▪ EMPG Performance Period begins
January 31, 2018	▪ **EMPG Application** form and **Statement of Work** due to TDEM, Grant Technician, Emergency Management Support Section ▪ FY 2018 EMPG 1st Quarter **Financial Report** (October–December) due to TDEM, EMPG Auditor, Emergency Management Support Section ▪ FY 2018 FEMA **Quarterly Metrics Template** due to TDEM, Grant Technician, Emergency Management Support Section (Templates will be emailed with proper instructions to all jurisdictions)
April 15, 2018	▪ 1st semiannual cumulative **Progress Report** due to TDEM, Grant Technician, Emergency Management Support Section
April 30, 2018	▪ 2nd Quarter **Financial Report** (January-March) due to TDEM, EMPG Auditor, Emergency Management Support Section ▪ FY 2018 **FEMA Quarterly Metrics Template** due to TDEM, Grant Technician, Emergency Management Support Section (Templates will be emailed with proper instructions to all jurisdictions)
July 15, 2018	▪ FY 2018 **FEMA Quarterly Metrics Template** due to TDEM, Grant Technician, Emergency Management Support Section (Templates will be emailed with proper instructions to all jurisdictions)
July 31, 2018	▪ 3rd Quarter **Financial Report** (April–June) due to TDEM, EMPG Auditor, Emergency Management Support Section
September 30, 2018	▪ FY 2018 EMPG performance period ends
October 15, 2018	▪ EMPG 2nd semiannual cumulative **Progress Report** due to TDEM, Grant Technician, Emergency Management Support Section
October 31, 2018	▪ 4th Quarter **Financial Report** (July–Sept.) due to TDEM, EMPG Auditor, Emergency Management Support Section ▪ FY 2018 FEMA **Quarterly Metrics Template** due to TDEM, Grant Technician, Emergency Management Support Section, (Templates will be emailed with proper instructions to all jurisdictions).

Commissioners Court - Regular Session **30.**

Meeting Date: 11/13/2018

Public Hearing

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Conduct public hearing relating to a request from department 210 Road and Bridge to increase the budgeted salary amount for position noted in the attached list and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment. These increases will be funded using excess salary funds in the current approved budget.

1. The reason for the payment in excess of the budgeted amount is to provide for an increased hiring salary for well qualified applicants.

2. The excess amount is $21,724.82 which will be paid through the normal bi-weekly payroll. The public purpose served by providing the increased salaries is the ability to reduce service delivery issues due to excess training required for less experienced employees.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	11/08/2018 11:38 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 11:45 AM
Form Started By: Tammy Fennell		Started On: 11/08/2018 11:32 AM
Final Approval Date: 11/08/2018		

Department	PCN	Position Title	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Road & Bridge	1596	Admin. Tech. I	$38,087.22				Eliminate position 1596 and use funds to create a new position: Planner II	11/14/2018
0210 Road & Bridge		Planner II	$38,087.22	$59,322.29		$21,235.07	New position: Planner II - using funds approved in budget from the following PCN	11/14/2018
0210 Road & Bridge	1501	Engineer III	$91,733.15	$90,000.00	$1,733.15		Reallocation of position funds from PCN 1501 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1500	Admin. Tech. III	$37,048.43	$30,913.50	$6,134.93		Reallocation of position funds from PCN 1500 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1586	Admin. Tech. III	$44,802.23	$41,000.00	$3,802.23		Reallocation of position funds from PCN 1586 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1496	Foreman	$58,828.25	$55,500.00	$3,328.25		Reallocation of position funds from PCN 1496 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1521	Operator I	$38,932.21	$35,500.00	$3,432.21		Reallocation of position funds from PCN 1521 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1675	Operator I	$36,778.17	$35,500.00	$1,278.17		Reallocation of position funds from PCN 1675 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1657	Operator I	$38,102.13	$36,086.25	$2,015.88		Reallocation of position funds from PCN 1657 to fund the new Planner II position to increase the budget of PCN 1879.	11/14/2018
0210 Road & Bridge	1879	Planner II	$58,832.54	$59,322.29		$489.75	Reallocation of position funds from PCN 1675 to increase the budget of PCN 1879.	11/14/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **31.**

Meeting Date: 11/13/2018

Position Budget Salary Increase

Submitted By: Tammy Fennell, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request to increase the budgeted salary amount for department 210 Road & Bridge and positions noted in the attached list. These increases will be funded using excess salary funds in the current approved budget.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Position changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	11/08/2018 11:39 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 11:45 AM
Form Started By: Tammy Fennell		Started On: 11/08/2018 11:36 AM
Final Approval Date: 11/08/2018		

Department	PCN	Position Title	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Road & Bridge	1596	Admin. Tech. I	$38,087.22				Eliminate position 1596 and use funds to create a new position: Planner II	11/14/2018
0210 Road & Bridge		Planner II	$38,087.22	$59,322.29		$21,235.07	New position: Planner II - using funds approved in budget from the following PCN	11/14/2018
0210 Road & Bridge	1501	Engineer III	$91,733.15	$90,000.00	$1,733.15		Reallocation of position funds from PCN 1501 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1500	Admin. Tech. III	$37,048.43	$30,913.50	$6,134.93		Reallocation of position funds from PCN 1500 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1586	Admin. Tech. III	$44,802.23	$41,000.00	$3,802.23		Reallocation of position funds from PCN 1586 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1496	Foreman	$58,828.25	$55,500.00	$3,328.25		Reallocation of position funds from PCN 1496 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1521	Operator I	$38,932.21	$35,500.00	$3,432.21		Reallocation of position funds from PCN 1521 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1675	Operator I	$36,778.17	$35,500.00	$1,278.17		Reallocation of position funds from PCN 1675 to fund the new Planner II position.	11/14/2018
0210 Road & Bridge	1657	Operator I	$38,102.13	$36,086.25	$2,015.88		Reallocation of position funds from PCN 1657 to fund the new Planner II position to increase the budget of PCN 1879.	11/14/2018
0210 Road & Bridge	1879	Planner II	$58,832.54	$59,322.29		$489.75	Reallocation of position funds from PCN 1675 to increase the budget of PCN 1879.	11/14/2018

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **32.**

Meeting Date: 11/13/2018

budget order

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposedbudgetorder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	11/01/2018 08:26 AM
Form Started By: Rebecca Clemons		Started On: 10/31/2018 09:36 AM
Final Approval Date: 11/01/2018		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2018/2019 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2018/2019;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	122,506.80 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	123,762.89 per year
h)	County Clerk	101,477.33 per year
i)	County Tax Assessor/Collector	105,525.49 per year
j)	District Clerk	101,477.33 per year
k)	County Treasurer	97,634.95 per year
l)	Each County Commissioner	99,754.89 per year
m)	Each Justice of the Peace	88,804.23 per year
n)	Each Constable	84,002.46 per year

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2018/2019 budget year is as follows:

Veterans Day	Monday	November 12, 2018
Thanksgiving Holiday	Thursday Friday	November 22, 2018 November 23, 2018
Christmas Holiday	Monday Tuesday Wednesday	December 24, 2018 December 25, 2018 December 26, 2018
New Year's Holiday	Tuesday	January 1, 2019
Martin Luther King Day	Monday	January 21, 2019
President's Day	Monday	February 18, 2019
Good Friday	Friday	April 19, 2019
Memorial Day	Monday	May 27, 2019
Independence Holiday	Thursday	July 4, 2019
Labor Day	Monday	September 2, 2019

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field Training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid $150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions
Corrections – Maximum of 12 positions
Emergency Medical Services – Maximum of 20 positions
Mobile Outreach Team – Maximum of 2 positions

2. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid $250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 10 positions

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training Specialist will be paid $100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of positions listed:

Emergency Communications – Maximum of 16 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to receive on -call pay for the maximum number of positions and amounts listed:

District Attorney's Office – Maximum of 1 Assistant District Attorney, $300 per week to be paid by the District Attorney's Asset Forfeiture Fund
Facilities Maintenance – Maximum of 2 non – exempt positions, $75 per week
Technology Services – Maximum of 1 position, $200 per week

5. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid for ongoing maintenance of certifications by the Texas Board of Legal Specialization. Funding amount is $5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund. The following department/office is authorized to receive supplemental pay for the maximum number of positions listed:

District Attorney – Maximum of 5 positions

6. On – call Pay – Specific positions within the Sheriffs' Office and Corrections are eligible for on – call pay due to the demand for after hour services. The positions designated for on - call pay must follow all established operating procedures. Funding amount is $200 per week to be paid by the Sheriff Office's State and Local Forfeiture Funds. The following positions are authorized to receive on – call pay for the maximum number of positions and amounts listed:

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

IV. CATASTROPHIC EVENT PAY

PURPOSE

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.

B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

POLICY

1. **Non-exempt compensation**

   Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

2. **Exempt compensation**

   At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate.

PROCEDURE

1. When a catastrophic event occurs, the Department Director and/or Elected Official will provide a list to Payroll of staff who will be designated to work during the event. If known, the duration of the event and projected hours for the identified employees, will be provided to Payroll with the list.

2. All employees and/or team leads will promptly and accurately record actual work hours using Crisis Track along with an ICS 214. All non-exempt employees must also record hours worked in Kronos.

3. Directors and/or Elected Officials or their designee, will notify Payroll in advance if (a) an employee is no longer designated to work an ongoing event, or (b) the employee will be working more hours or a longer duration then first reported, and provide an updated report.

4. Directors and/or Elected Officials or their designee will promptly notify Payroll when the catastrophic event ends.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of

Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.
The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.
The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the county to rebuild the Unassigned Fund Balance to 30%.

Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of county employee events
b) Flowers for the death of a county employee only

c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
   (Purchasing guidelines must be adhered to)
   i. The employee must be vested
   ii. $40.00 allowed for employees with up to 15 years of service
   iii. $80.00 allowed for employees with over 15 years of service
d) Employee recognition events and programs

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for *public* health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

VI. PURCHASING – GENERAL PROCEDURES

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: *https://wilco365.sharepoint.com/purchasingportal*.

   - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
   - All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.
     - *Purchases $5,000 or greater require approval of the County Judge.*
   - Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
     - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
     - Goods and Services purchased during an emergency (i.e. public calamity). Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting.
   - Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.

3. Procurement Cards (P-cards**)** may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training.

   - P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at https://wilco365.sharepoint.com/purchasingportal.
   - Personal charges on the procurement card are strictly prohibited.
   - Cardholder and department head/elected official are responsible for verification of available budget funds before the purchase is made.
   - Purchases must adhere to all competitive procurement requirements and may not be split or segmented to avoid such requirements or credit limits.

- ***Purchases $5,000 or greater require approval of the County Judge***.

- The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date.
- The County Auditor's Office will audit Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by County Auditor's Office.
  - **Level 1**: Written documentation for file from cardholder and department head/elected official; may include cardholder retraining and/or reduction of credit limits.
  - **Level 2**: Written documentation for file from cardholder and department head/elected official; cardholder account suspended for 90 days.
  - **Level 3**: Account closed permanently; may include termination of employment based on severity of violation.
- Repeated infractions may result in level escalation and management reserves the right to consider theft, fraud or intentional policy violations as a **Level 3** infraction.

4. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:

   a. Policies, Procedures and Manuals
   b. Training Materials
   c. Forms
   d. Guides and other tools to assist in the purchasing process

5. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

   http://www.wilco.org/CountyDepartments/Purchasing

VII. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

   a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) days of receipt by the Department. All expense reimbursements must be received in the County Auditor's office within sixty (60) days of the expenditure.

b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.

c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. .

d) The cutoff day for receiving invoices for each check run will be Wednesday at 11am. The Accounts Payable department will endeavor to process invoices that are received from Friday to the following Thursday approximately 12-20 days after the invoice is received in our department.

e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.

f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.

g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The County Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual

i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.

j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.

k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

l) All authorizations and account coding should be made on the invoice.

m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

n) If a PO is not required (Consult Purchasing Guide), and there is no invoice, please submit a check request form with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 12-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense.

p) Cell phone use will be reimbursed/paid according to the county cell phone policy.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds **out** of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones
iv) RCS Radio Fees

u) Transfer of funds **into** any of the above line items may be allowed.

v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
ii. Fringe Benefits.

w) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.

i. Funds for recruitment items must be approved during the annual budget process.
ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
iii. "Give Away" items such as pens, pencils, etc. should not exceed $2.00 per item.
iv. All purchases must follow procurement guidelines.

VIII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commander and Chiefs
b) One Chief and three Commanders in the Corrections Division of the Sheriff's Office
c) Each Constable and Deputy Constables
d) Investigators in the District Attorney and County Attorneys offices
e) Two on call maintenance employees designated by the Maintenance Division Director
f) The EMS Director, Division Commanders, and Operation Commander(s) approved by EMS Director
g) The Fire Marshal Special Operations Chief, Asst. Fire Marshal, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call.
h) The Assistant County Engineer for Maintenance~~Field~~ Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, ~~(1) County Inspector~~
i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
j) The MOT Director and all on call MOT counselors
k) The Director of Emergency Management and the Deputy Director of Emergency Management
l) The Wireless Communications Director and the Wireless Communications Tower Technician

The following list has been grandfathered by the court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
D. Garrett

Constable Office Pct. 2
S. Holt

Road and Bridge
J. Jansen

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

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

County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Human Resources, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member.

3. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED 2018/2019 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and 0 against on the 2018.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

_____ _____

Dan A. Gattis, County Judge Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Williamson County Cell Phone Policy

Policy

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a stipend policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

$20.00 Per Month – ($10.00 per pmt)
$30.00 Per Month - ($15.00 per pmt)
$40.00 Per Month – ($20.00 per pmt)
$50.00 Per Month – ($25.00 per pmt)
$60.00 Per Month – ($30.00 per pmt)
$70.00 Per Month – ($35.00 per pmt)
$80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

V. Expenditures over the allowed stipend will not be reimbursed.

VI. An approved cell phone stipend will not follow an employee if the employee changes positions.

VII. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of

cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

VIII. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

Non-Reimbursable Expense Policy

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

I. Personal Purchases – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

II. Meals/Food/Drink:

- Coffee, tea, and other related items used by employees while in the office
- Alcoholic beverages/tobacco products
- Drinking water services

III. Travel:

- Short term or valet parking at the airport (other than short term parking related to prison transports). Parking should not exceed $15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking
- For Non-Airport Parking – Valet service is not an option unless safety is a concern

- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

IV. Miscellaneous:

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased
- Community outreach items exceeding $2 per item

Commissioners Court - Regular Session **33.**

Meeting Date: 11/13/2018

Agreement

Submitted For: Cynthia Long **Submitted By:** Wendy Coco, County Judge

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing County Judge to execute an amendment to a Chapter 381 Agreement wit Lone Star Tangible Assets, LP.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Form Started By: Wendy Coco Started On: 11/08/2018 03:06 PM

Final Approval Date: 11/08/2018

AMENDMENT TO THE CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT -- TEXAS BULLION DEPOSITORY

This Amendment to the Chapter 381 Grant Agreement – Texas Bullion Depository (the "Amendment") is made, entered into and effective as of _____ (the "Effective Date") by Williamson County, Texas (the "County") and Lone Star Tangible Assets, LP (the "Company"). The County and the Company are herein referred to together as the "Parties".

Recitals:

WHEREAS, the Parties entered that certain Chapter 381 Economic Development Agreement – Texas Bullion Depository dated effective November 16, 2017 (the "Agreement"); and

WHEREAS, the parties desire to amend certain performance deadlines set forth in the Agreement; and

WHEREAS, the Agreement provides for the Company to terminate the Agreement in the event that the Company does not acquire the Property by a date certain, and the parties wish to document the occurrence of those events.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

1.2 Definitions. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement.

ARTICLE II. AMENDMENTS

2.1 Deadline for Obtaining Certificate of Occupancy and Commencement of Business Operations. The deadline for the Company to obtain a certificate of occupancy for the Project and cause Business Operations to begin, as set forth in the Agreement, shall be extended to February 29, 2020.

2.2 Deadline for Project Approvals. The deadline for issuance of the Necessary Approvals and/or the Project Approvals set forth in the Agreement shall be extended to December 31, 2018.

2.3 Termination The Company has acquired the Property; therefore, the Company agrees that

the Company may no longer terminate the agreement under the Agreement for failure to terminate the Property by a date certain. The Parties acknowledge that the Company may transfer the Property to a real estate holding company that is controlled by a majority of the members of general partner of the Company, and in such event, the Company shall provide the County with a copy of the Lease to establish compliance with the Performance Criteria as provided in the Agreement.

ARTICLE III. GENERAL PROVISIONS

3.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

3.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

3.3 Effect of Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

3.4 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

3.5 Anti-Boycott Verification. To the extent this Amendment and the Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

3.6I Iran, Sudan and Foreign Terrorist Organizations. To the extent this Amendment or the Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Executed and effective as of ___ day of _____, 2018.

WILLIAMSON COUNTY, TEXAS

_____
Dan A. Gattis, County Judge

Attest:

_____
County Clerk, Nancy Rister

LONE STAR TANGIBLE ASSETS, L.P., a Texas limited partnership

By: Lone Star Tangible Assets Management, LLC, its General Partner

By: _____
Name: Matthew A. Ferris
Title: Chairman & Managing Member

Commissioners Court - Regular Session **34.**

Meeting Date: 11/13/2018

Approve Tower Service Agreement

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Randal's Tower Tech, Inc. and Williamson County for emergency climb/repair tower services in the not-to-exceed amount of $4,000.00 and authorizing the execution of the agreement.

Background

Randal's will provide emergency climb/repair of the Cedar Park Tower #2. They will replace and repair tower side marker; and troubleshoot, replace and repair VHF Westside paging antenna or line (or both). The department point of contact is Catherine Roberts. This expenditure will be charged to 01.0507.0507.004543. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Purchasing (Originator)	Randy Barker	11/08/2018 12:00 PM
County Judge Exec Asst.	Wendy Coco	11/08/2018 02:49 PM
Form Started By: Melissa Gurka		Started On: 11/08/2018 10:00 AM
Final Approval Date: 11/08/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY SERVICES CONTRACT FOR TOWER SERVICES (Cedar Park VHF Repair)

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 **Randal's Tower Tech, Inc.**, P.O. Box 513, Little River, TX 76554 (hereinafter "Service Provider" or "RTTI"). Customer agrees to engage RTTI as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and not-to-exceed **$4,000.00** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to

complete the project:

As described in the attached Proposal/Statement of Work, dated November 2, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE

Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance requirements of this Contract.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. Service Provider's Proposal/Statement of Work, dated November 2, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full; and

B. Insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter

any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI. above.

XIV.

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.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Authorized Signature

Date: _____ ___, 20____

Service Provider: Kapsch Towing Tech, Inc.
Denise Garner
Authorized Signature

Date: November 06, 2018

Exhibit "A" (Proposal/Statement of Work, dated November 2, 2018)

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
11/2/2018	161504

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	Cedar Park VHF Repair

Description	Qty	Rate	Total
Troubleshoot and repair with parts supplied by Williamson County(one mob and climb only)		4,000.00	4,000.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$4,000.00

Accepted by: _____

Thank you for your business!

Commissioners Court - Regular Session **35.**

Meeting Date: 11/13/2018

Antenna Installation Services Contract

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Randal's Tower Tech, Inc. and Williamson County for antenna installation services inside of Medic 26's building in the not-to-exceed amount of $3,055.00 and authorizing the execution of the agreement.

Background

Randal's is going to conduct antenna installation which will improve pager and radio reception inside of Medic 26's building that is co-located with Cedar Park FD Station 5. The department point of contact is Ed Tydings. This expenditure will be charged to 01.0100.0540.004510 and was approved in the FY19 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:58 AM
Purchasing (Originator)	Randy Barker	11/08/2018 11:57 AM
Purchasing (Originator)	Randy Barker	11/08/2018 11:58 AM
Form Started By: Melissa Gurka		Started On: 11/08/2018 09:49 AM
Final Approval Date: 11/08/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY SERVICES CONTRACT FOR TOWER SERVICES (Antenna Installation)

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 **Randal's Tower Tech, Inc.**, P.O. Box 513, Little River, TX 76554 (hereinafter "Service Provider" or "RTTI"). Customer agrees to engage RTTI as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and not-to-exceed **$3,055.00** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to

complete the project:

As described in the attached Proposal/Statement of Work, dated September 13, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE

Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance requirements of this Contract.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. Service Provider's Proposal/Statement of Work, dated September 13, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full; and

B. Insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a

governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI. above.

XIV.

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.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Authorized Signature

Date: _____ ___, 20____

Service Provider:
Kendall Power Tech, Inc.
Jamie Kaiser
Authorized Signature

Date: November 9, 2018

Exhibit "A" (Proposal/Statement of Work, dated September 13, 2018)

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
9/13/2018	161460

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	fire station Install #1

Description	Qty	Rate	Total
Install 1 antanna and line on monopole		2,000.00	2,000.00T
Supply Materials -1 chain mount and 3' mount for antenna		1,055.00	1,055.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$3,055.00

Accepted by: _____...

Thank you for your business!

Commissioners Court - Regular Session **36.**

Meeting Date: 11/13/2018

Tower Inspection Service Contract

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service contract between Randal's Tower Tech and Williamson County for tower inspections at the back up site in the not-to-exceed amount of $7,700.00, and authorizing the execution of the agreement.

Background

Services provided include tower inspection, mapping, installing tags, inspecting guy anchors and wires, and decommissioning lines and antennas. Three companies were contacted for quotes, the only quote received was from Randal' s Tower Tech. The department point of contact is Catherine Roberts. This expenditure will be charged to 01.0507.0507.004545. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract and quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/30/2018 11:10 AM
County Judge Exec Asst.	Wendy Coco	08/30/2018 11:16 AM
Purchasing (Originator)	Randy Barker	09/06/2018 10:58 AM
Purchasing (Originator)	Randy Barker	11/08/2018 08:49 AM
Form Started By: Melissa Gurka		Started On: 08/30/2018 10:38 AM
Final Approval Date: 11/08/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY SERVICES CONTRACT FOR TOWER INSPECTION SERVICES

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 **Randal's Tower Tech, Inc.**, P.O. Box 513, Little River, TX 76554 (hereinafter "Service Provider" or "RTTI"). Customer agrees to engage RTTI as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and not-to-exceed **$7,700.00** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Proposal/Statement of Work, dated August 23, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	$1,000,000	$1,000,000

(including death)

Property damage $1,000,000 $1,000,000

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance requirements of this Contract.

VIII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. Service Provider's Proposal/Statement of Work, dated August 23, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full; and

B. Insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not

disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI. above.

XIV.

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 30th day of August, 2018.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

Exhibit “A” (Proposal/Statement of Work, dated August 23, 2018)

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

Estimate

Date	Estimate No.
8/23/2018	161431

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

PO Number	Payment Method	Job
	Net 30	

Description	Qty	Rate	Total
Perform Tower Inspection		1,600.00	1,600.00T
Mapping		1,500.00	1,500.00T
Install tags		900.00	900.00T
Inspect guy anchors and wires		900.00	900.00T
Decom Lines and antennas (up to 1 days work)		2,800.00	2,800.00T
Out-of-state sale, exempt from sales tax		0.00%	0.00
		Total	$7,700.00

Accepted by: _____...

Thank you for your business!

Commissioners Court - Regular Session **37.**

Meeting Date: 11/13/2018

House Releveling and Bathroom Repair Service Agreement

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Salero Transport & Set and Williamson County for releveling and bathroom repair services in the not to exceed amount of $2,700.00 and authorizing the execution of the agreement.

Background

Mobile home for caretaker for Southwest Williamson County Park needs releveling due to natural settling and bathroom repair. The department point of contact is Randy Bell. This expenditure will be charged to 01.0100.3103.004510. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 11:46 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 02:49 PM
Form Started By: Melissa Gurka		Started On: 09/25/2018 09:13 AM
Final Approval Date: 11/08/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR HOME LEVELING & BATHROOM REPAIR
(Parks Department)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Salero Transport & Set**, 676 River Ranch Rd., Victoria, TX 77905 (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work/Quotation, which is dated July 28, 2018 and incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and

shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $2,700.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation, which is dated July 28, 2018 and incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this

Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any

unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Billie A Pauley
Authorized Signature	Authorized Signature
_____	Billie A. Pauley
Printed Name	Printed Name
Date: _____, 2018	Date: 10-22, 2018

Exhibit
Statement of Work/Quotation, dated July 28, 2018
(Incorporated herein as if copied in full)

(1) Dutschke Mobile Home Repair - Shawnee
512-754-0113
No-Call Back - Wouldn't come } wouldn't come to Leander

(2) MDS Sets - Mobile home Services - New Braunsfels
830-624-2207
No-Call Back - Wouldn't come } wouldn't come to Leander

(3) Hancock Mobile Home Repair Austin, Tx
512-258-3800 } out of business

Re-level, Repair Restroom Floor.

(4) Corkey's Mobile Home
- relevel, $ 1400.00, 1700.00
- no repairs

(5) Salero Transport
- $ 1,800.00 relevel
- 2700.00, relevel & bathroom repairs.

Req #16772

Re: Relevel Home / bathroom floor

Salero

Billie Pauley <bapsy105@yahoo.com>

Sat 7/28/2018 3:46 PM

To:Leroy Smith <leroysmith@wilco.org>;

EXTERNAL email: Exercise caution when opening.

The bids are from Salero transport and set Victoria Texas 361-571-5253

Sent from my iPhone

> On Jul 28, 2018, at 4:02 PM, Billie Pauley <bapsy105@yahoo.com> wrote:
>
> Louis has sent me your contact info for Relevel. Let me know your year model of home the manufacture and size with some pictures and I will get you an estimate and schedule
>
> Sent from my iPhone

Re: Relevel Home / bathroom floor

Salvo

Billie Pauley <bapsy105@yahoo.com>

Sat 7/28/2018 3:45 PM

To:Leroy Smith <leroysmith@wilco.org>;

EXTERNAL email: Exercise caution when opening.

Bid Relevel home and bathroom floor repaired $2700

Sent from my iPhone

> On Jul 28, 2018, at 4:02 PM, Billie Pauley <bapsy105@yahoo.com> wrote:
>
> Louis has sent me your contact info for Relevel. Let me know your year model of home the manufacture and size with some pictures and I will get you an estimate and schedule
>
> Sent from my iPhone

Re: Relevel Home / bathroom floor

Leroy

Billie Pauley <bapsy105@yahoo.com>

Sat 7/28/2018 3:44 PM

To:Leroy Smith <leroysmith@wilco.org>;

EXTERNAL email: Exercise caution when opening.

Bid Relevel home 2001 patriot home Barton creek model 28x68 $1800

Sent from my iPhone

> On Jul 28, 2018, at 4:02 PM, Billie Pauley <bapsy105@yahoo.com> wrote:
>
> Louis has sent me your contact info for Relevel. Let me know your year model of home the manufacture and size with some pictures and I will get you an estimate and schedule
>
> Sent from my iPhone

Commissioners Court - Regular Session **38.**

Meeting Date: 11/13/2018

ThyssenKrupp Elevator Service Agreement

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between ThyssenKrupp Elevator Corporation and Williamson County which incorporates Statement of Work / Fee Proposal marked as Exhibits for not-to-exceed amount of $10,172.00 for inspection services and not-to-exceed amount of $60,242.64 for maintenance services pursuant to National IPA contract # R150801.

Background

Service is anticipated to be completed January 2019. The department point of contact is Christi Stromberg. This expenditure will be charged to multiple accounts depending on location of service. Funding was approved in the FY19 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 12:00 PM
County Judge Exec Asst.	Wendy Coco	11/08/2018 02:49 PM
Form Started By: Melissa Gurka		Started On: 11/08/2018 09:57 AM
Final Approval Date: 11/08/2018		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES CONTRACT FOR ELEVATOR INSPECTIONS AMD REPAIR/MAINTENANCE SERVICES (FY19) (ThyssenKrupp, TCNP/National IPA Contract #R150801)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ThyssenKrupp Elevator Corporation** (hereinafter "Service Provider") located at 3615 Willow Springs Rd., Austin, TX 78704 (phone 512-486-1013, e-mail tana.harper@thyssenkrupp.com). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any

acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Fee Proposal, dated or received on or about October 22, 2018, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $10,172.00 (inspection services) and $60,242.64 (maintenance services),[1] unless amended by a change order and approved by the Williamson County Commissioners Court.** Additionally, Texas law mandates as follows:

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

[1] There is a three percent (3%) discount for an annual lump sum payment or $58,435.36.

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.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1. **Statement of Work/Fee Proposal(s), dated or received on or about October 22, 2018, which are incorporated herein as if copied in full; and**

2. **TCPN Maintenance Contract #R150801.**

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive		

General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES,

COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

IX.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Fee Proposal(s), dated or received on or about October 22, 2018, which are incorporated herein as if copied in full.

X.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

XI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XII.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

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

XVI.

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

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider:

Nancy Crumley

Date: November 7, 2018

Exhibits (Quote/Proposals, Dated or received on or about October 22, 2018 for inspections and exhibit for maintenance during FY19)

thyssenkrupp

Work Order – Inspection Proposal

Date:	October 22, 2018		
Attention:	Christi Stromberg Williamson County Facilities	Building:	Williamson County
Address:	3101 SE Inner Loop	Address:	see attached list
City:	Georgetown, TX 78626-6317	Contract #:	US33672 (C201US)
		Serial #:	25 units: see attached list

National IPA / TCPN #R150801 Rt: 4 & 23

Purchaser authorizes thyssenkrupp Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Tests for your elevators are due by January 8, 2019. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of thyssenkrupp-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspections and the additional services listed above will be $10,172.00. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

thyssenkrupp Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

IMPORTANT OWNER INFORMATION:

Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a $20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711.
There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of thyssenkrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized thyssenkrupp Elevator manager.

AGREEMENT: unless otherwise stated, you agree to pay as follows: a minimum of **50%** upon signed acceptance and the balance upon completion. If this proposal meets with your approval, please **return one** (1) signed copy with your payment to the **Austin address** listed below.

Accepted: Please execute completely to ensure current contact information in our data base

WILLIAMSON COUNTY FACILITIES

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

Contact Person_____

Telephone No:_____ Ext:_____
Send report(s) to this
Email Address:_____

Building Access Issues?: _____

THYSSENKRUPP ELEVATOR CORPORATION
3615 Willow Springs Road
Austin, Texas 78704

By: Tana Harper
(thyssenkrupp Elevator Representative)
Tana Harper, QEI Coordinator
(512) 486-1013, fax: (866) 768-9304
tana.harper@thyssenkrupp.com

Date: October 22, 2018

Approved by:_____

Title: Service Sales/Ops Mgr Date:_____

Terms and conditions.

thyssenkrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless thyssenkrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against thyssenkrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that thyssenkrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorneys' fees, costs of court and other expenses of litigation incurred by thyssenkrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name thyssenkrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by thyssenkrupp Elevator shall become the exclusive property of thyssenkrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or thyssenkrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of thyssenkrupp Elevator under this agreement shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

WILLIAMSON COUNTY
ELEVATOR EQUIPMENT
SAFETY TESTS DUE DURING THE MONTH OF JANUARY 2019

CONTRACT #: US33672 (C201US)

JOB NAME AND ADDRESS	ELEV #		SERIAL #	US #	ELBI	DECAL #	CAPACITY	SPEED	PRICE
JUSTICE CENTER - SOUTH	1	DOVER OIL	EA3608	US90099	2654	013824	2500	125	$400
405 MARTIN LUTHER KING	2	DOVER OIL	EA3609	US90100		013823	2500	125	$400
GEORGETOWN 78626	3	DOVER OIL	EA3610	US90101		013822	2100	100	$400
	4	DOVER OIL	EA3611	US90102		043117	2100	100	$400
	5	DOVER OIL	EA3612	US90103		013821	2100	100	$400
JUSTICE CENTER - NORTH	6	TKE OIL	ER2073	US90388	18599	057609	5000	150	$400
405 MARTIN LUTHER KING	7	TKE OIL	ER2075	US90390		057608	3500	125	$400
GEORGETOWN 78626	8	TKE OIL	EV4307	US90521		057754	3500	125	$400
	9	TKE OIL	ER2074	US90389		057607	3500	125	$400
WILLIAMSON COUNTY JAIL	1	DOVER OIL	EA3613	US90104	2525	013814	3500	125	$400
508 S ROCK ST	2	DOVER OIL	EA3614	US90105		013813	4000	125	$400
GEORGETOWN 78626	3	DOVER OIL	EA3615	US90106		013820	4000	125	$400
	4	DOVER OIL	EA3616	US90107		013819	2500	125	$400
	5	DOVER OIL	EA3617	US90108		013818	4500	125	$400
JAIL EXPANSION	6	TKE OIL	EP1623	US90384	2525	055628	4500	150	$400
508 S ROCK ST	7	TKE OIL	EP1624	US90385		055649	2500	200	$400
GEORGETOWN 78626	8	TKE OIL	EP1625	US90386		055650	4500	200	$400
out of srvc per inspctn 1/22/07	9**	TKE OIL	N/A						
	10	TKE OIL	EP1626	US90387		055651	2500	200	$400
GARAGE	1G	TKE OIL	EP1627	US90325	16963	051476	3500	150	$400
305 W 4TH ST									
GEORGETOWN 78626									
PRECINCT 2, CEDAR PARK ANNEX	1	DOVER OIL	EH3580	US89519	12088	035115	2100	100	$400
350 DISCOVERY BLVD									
CEDAR PARK 78613									
TAYLOR ANNEX	1	DOVER OIL	EK0318	US89521	14247	043985	2500	95	$572
412 VANCE ST									
TAYLOR 76574									
HISTORY MUSEUM	1	TKE OIL	EP7846	US90326	17244	055617	2000	100	$400
716 S AUSTIN AVE									
GEORGETOWN 78626									
355 TEXAS	1	OTIS OIL	465076	US333766	16725	044548	2500	100	$400
355 TEXAS AVE									
ROUND ROCK 78664									
COURTHOUSE	1	SCHINDLER OIL	C643401	US313004	30170	065369	2100	150	$400
710 S MAIN ST									
GEORGETOWN 78626									
NORTH CAMPUS FACILITIES	1	TKE OIL	EDR043	US361585	41988	097372	4000	110	$400
3189 SE INNER LOOP									
GEORGETOWN 78626									
								TOTAL	$10,172

TOTAL PRICE FOR 25 ELEVATORS
25 OILDRAULIC

Williamson County Elevator Maintenance
Fiscal 2019

Building Name	Unit Location	City	Postal Code	Unit Serial Number	Contract Number	Monthly Contract Amount w/o Tax	Billing Frequency
355 TEXAS AVE BUILDING	355 TEXAS AVE	ROUND ROCK	78664-2565	US333766	US33672	$200.24	Annually
WMSN CO GARAGE	305 W 4TH ST	GEORGETOWN	78626-5619	US90325	US33672	$210.26	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90104	US33672	$189.71	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90105	US33672	$189.71	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90106	US33672	$189.71	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90107	US33672	$189.71	Annually
WMSN CO JAIL	508 S ROCK ST	GEORGETOWN	78626-5604	US90108	US33672	$189.72	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90384	US33672	$218.05	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90385	US33672	$218.05	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90386	US33672	$218.05	Annually
WMSN CO JAIL EXP	508 S ROCK ST	GEORGETOWN	78626-5604	US90387	US33672	$218.06	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90388	US33672	$199.36	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90389	US33672	$199.37	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90390	US33672	$199.36	Annually
WMSN CO JUSTICE-N	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90521	US33672	$186.67	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90099	US33672	$199.37	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90100	US33672	$199.37	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90101	US33672	$199.37	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90102	US33672	$199.37	Annually
WMSN CO JUSTICE-S	405 MARTIN LUTHER KING ST	GEORGETOWN	78626-4901	US90103	US33672	$199.37	Annually
WMSN CO MUSEUM	716 S AUSTIN AVE	GEORGETOWN	78626-5709	US90326	US33672	$186.90	Annually
WMSN CO PR 2-CP	350 DISCOVERY BLVD	CEDAR PARK	78613-2260	US89519	US33672	$210.26	Annually
WMSN CO TAYLOR ANN	412 VANCE ST	TAYLOR	76574-3506	US89521	US33672	$210.26	Annually
WMSN COUNTY COURTHOUSE	710 S MAIN ST	GEORGETOWN	78626-5703	US313004	US33672	$212.92	Annually
NORTH CAMPUS FACILITIES	3189 SE INNER LOOP	GEORGETOWN	78626-6388	US361585	US167786	$187.00	Annually
					Monthly	$5,020.22	
					Annually	$60,242.64	

Proposed Maintenance Scope (Existing Coverage): Platinum Coverage

- Comprehensive Preventative Maintenance Program – 6 visits a year or Bi-Monthly Visits
- Service Calls covered during regular business hours 100%. OT cost are split.
- Repairs covered during normal wear and tear.
- Parts Replacement covered due to normal wear & tear
- Performance of code-required Annual Safety Test
- Soundnet – 24-hr emergency elevator telephone monitoring

Commissioners Court - Regular Session **39.**

Meeting Date: 11/13/2018

Awarding IFB # 1809-262 Asphalt Mixes

Submitted For: Randy Barker **Submitted By:** Melissa Gurka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #1809-262 Asphalt Mixes to the lowest responsive bidder, Industrial Asphalt & Aggregate as the primary vendor for all items, and Oldcastle Material Texas as the secondary vendor as specified .

Background

Purchasing solicited for sealed bids for asphalt mixes. Twenty-eight (28) vendors viewed the IFB and two (2) vendors responded. After reviewing the bids received, Road & Bridge has determined that Industrial Asphalt & Aggregate submitted the overall lowest and best offer and is recommending them for award as the primary vendor for all items and Oldcastle Material Texas as the secondary vendor for items 1, 3-5, and 7-12. The contract term will be from November 3, 2018 to November 2, 2019. The department point of contact is Terron Evertson. This expenditure will be charged to 01.0200.0210.003550. Funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tab Packet

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 11:55 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 02:49 PM
Form Started By: Melissa Gurka		Started On: 11/08/2018 11:13 AM
Final Approval Date: 11/08/2018		

Bid Tabulation Packet
for
Solicitation 1809-262

Asphalt Mixes

Bid Designation: Public

Williamson County, Texas

Bid #1809-262 - Asphalt Mixes

Creation Date	**Sep 20, 2018**	End Date	**Oct 31, 2018 3:00:00 PM CDT**
Start Date	**Oct 2, 2018 3:02:36 PM CDT**	Awarded Date	**Not Yet Awarded**

1809-262--01-01 Please attach all items to this line.

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Industrial Asphalt & Aggregate **[Ad]**	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Oldcastle Materials Texas	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f Industrial Asphalt & Aggregate **[Ad]** $0.00

Bid Contact **Robert Sutton**
padraic.dillon@austinmaterials.com
Ph 817-403-7146

Address **9020 Capital of Texas Highway**
Building II, Suite 250
Austin, UT 84003

Agency Notes:

Supplier Notes:

Head Attch:

f Oldcastle Materials Texas $0.00

Bid Contact **Bailey Lewis**
bailey.lewis@texasmaterials.com
Ph

Address **1320 Arrow Point Drive.**
Cedar Park, TX 78613

Agency Notes:

Supplier Notes:

Head Attch:

**

Industrial Asphalt & Aggregate

Bid Contact **Robert Sutton**
padraic.dillon@austinmaterials.com
Ph 817-403-7146

Address **9020 Capital of Texas Highway**
Building II, Suite 250
Austin, UT 84003

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1809-262--01-01	Please attach all items to this line.	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Industrial Asphalt & Aggregate

Item: **Please attach all items to this line.**

Attachments

2018 Asphalt_Mixes_Bid_Items.pdf

WILLIAMSON COUNTY BID FORM

IFB 1809-262 ASPHALT MIXES

NAME OF BIDDER: Industrial Asphalt, LLC.

Mailing Address: 9020 N Capital of Tx Hwy Bldg II Ste 250

City: Austin State: Texas Zip: 78759

Email Address: Robert.Sutton@austinmaterials.com

Telephone: (512) 251-3713 Fax: (512) 251-3709

Mobile Phone: (817) 403-7146

DESCRIPTION	UNIT	Delivery Site	UNIT PRICING - DELIVERED	UNIT PRICING - PICKED UP
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340	Ton			$48.00
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% UNFRACTIONATED RAP	Ton			$46.00
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 20% FRACTIONATED RAP	Ton			$47.00
Hot Mix Asphalt Concrete Pavement Type B PG 64-22 SAC B, TX DOT ITEM # 340 with 30% FRACTIONATED RAP	Ton			$46.00
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340	Ton			$53.00
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton			$51.00

Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340	Ton			$52.00
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton			$51.00
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton			$53.00
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton			$53.00
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton	Central Maintenance Facility Road and Bridge 3151 SE Inner Loop Georgetown, Tx 78626	$60.00	
Hot Mix Cold Lay Black Base Type B TX DOT ITEM #334 To reach 95% Lab Density	Ton	Central Maintenance Facility Road and Bridge 3151 SE Inner Loop Georgetown, Tx 78627	$60.00	

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Robert Sutton
Signature of Person Authorized to Sign Bid

Date of Bid: 10/30/2018

Printed Name and Title of Signer: Robert Sutton, Sales Manager

Supplier: **Industrial Asphalt & Aggregate**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-262
Asphalt Mixes

BIDS MUST BE RECEIVED ON OR BEFORE:
Oct 31, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Oct 31, 2018 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Supplier: **Industrial Asphalt & Aggregate**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:
Jordan Foster FM 972 Project

Contact Name: Title:
Josh Little Project Manager

Phone: E-mail
512-799-7788 Jlittle@jordanfosterconstruction.com

Contract Date To: Contract Date From: Contract Value: $
Current 6/10/16 320,000

Scope of Work:
Road Base Supplier

Reference 2

Client Name: Location:
DNT Construction Pearson Place 8801 Pearson Ranch Road

Contact Name: Title:
Chance Wheeless Project Manager

Phone: E-mail
512-287-9800 cwheeless@dntconstruction.com

Contract Date To: Contract Date From: Contract Value: $
Current 8/4/2016 200,000

Scope of Work:
Road Base Supplier

Reference 3

Client Name: Location:
OHL Construction FM 1460

Contact Name: Title:
Justin Garza Project Manager

Phone: E-mail
512-457-9775 bchaffe@ohlusa.com

Contract Date To: Contract Date From: Contract Value: $
Current 8/18/16 990,000

Scope of Work:
Road Base Supplier

Supplier: **Industrial Asphalt & Aggregate**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Industrial Asphalt

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None Known

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Industrial Asphalt & Aggregate**

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	**Robert Sutton**
Address of Bidder:	**9020 N Capitol of TX HWY Bldg II Ste 250**
Email:	**robert.sutton@austinmaterials.com**
Telephone:	**8174037146**
Printed Name of Person Submitting Affidavit:	**Robert Sutton**
Signature of Person Submitting Affidavit:	**Robert Sutton**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Industrial Asphalt & Aggregate**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMS AND SUBMISSION

2.1 CONFLICT OF INTEREST

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

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

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

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

The County will decide if an actual or perceived conflict should result in Bid disqualification.

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

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is

available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 ETHICS

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

2.5 BID SUBMITTAL DEADLINE

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

2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

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

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

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

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

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

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

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

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

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

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

3.15 SILENCE OF SPECIFICATIONS

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

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

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

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

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

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

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

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Oldcastle Materials Texas

Bid Contact **Bailey Lewis**
bailey.lewis@texasmaterials.com
Ph

Address **1320 Arrow Point Drive.**
Cedar Park, TX 78613

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1809-262--01-01	Please attach all items to this line.	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Oldcastle Materials Texas

Item: **Please attach all items to this line.**

Attachments

Old Castle Materials · Texas.pdf

WILLIAMSON COUNTY BID FORM

IFB # 1809-262 ASPHALT MIXES

NAME OF BIDDER: OLDCASTLE MATERIALS – TEXAS

Mailing Address: 1320 ARROW POINT DR.

City: CEDAR PARK State: TX Zip: 78613

Email Address: BAILEY.LEWIS@TEXASMATERIALS.COM

Telephone: (512) 861-7100 Fax: (_____) _____

Mobile Phone: (254) 230-7378

DESCRIPTION	UNIT	Delivery Site	UNIT PRICING - DELIVERED	UNIT PRICING - PICKED UP
Hot Mix Asphalt Concrete Pavement ~~Type A~~ PG 64-22 SAC B, TX DOT ITEM # 340 TYPE B	Ton			$60.00
Hot Mix Asphalt Concrete Pavement ~~Type A~~ PG 64-22 SAC B, TX DOT ITEM # 340 with 20% UNFRACTIONATED RAP TYPE B	Ton			N/A
Hot Mix Asphalt Concrete Pavement ~~Type A~~ PG 64-22 SAC B, TX DOT ITEM # 340 with 20% FRACTIONATED RAP TYPE B	Ton			$52.00
Hot Mix Asphalt Concrete Pavement ~~Type A~~ PG 64-22 SAC B, TX DOT ITEM # 340 with 30% FRACTIONATED RAP TYPE B	Ton			$48.00
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340	Ton			$67.00
Hot Mix Asphalt Concrete Pavement Type C PG 70-22 SAC B, TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton			N/A

Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340	Ton			$73.00
Hot Mix Asphalt Concrete Pavement Type D PG 70-22 SAC B TX DOT ITEM # 340 with 10% FRACTIONATED OR UNFRACTIONATED RAP	Ton			$66.00
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton			$60.00
Hot Mix Cold Lay Black Base ~~Type A~~ TYPE B TX DOT ITEM #334 To reach 95% Lab Density	Ton			$53.00
Hot Mix Cold Lay Type D SAC B TX DOT ITEM #334 To reach 95% Lab Density	Ton	Central Maintenance Facility Road and Bridge 3151 SE Inner Loop Georgetown, Tx 78626	$70.00	
Hot Mix Cold Lay Black Base ~~Type A~~ TYPE B TX DOT ITEM #334 To reach 95% Lab Density	Ton	Central Maintenance Facility Road and Bridge 3151 SE Inner Loop Georgetown, Tx 78627	$63.00	

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid

Date of Bid: 10.22.18

Printed Name and Title of Signer: Bailey Lewis - Sales Manager

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:	Location:
City of Austin, P.W.D	Austin, TX

Contact Name:	Title:
Tyler Steinbarger	Project Manager

Phone:	E-mail
512.974.7058	Tyler.Steinbarger@austintexas.gov

Contract Date To:	Contract Date From:	Contract Value: $
12.31.18	1.1.12	~5M annually

Scope of Work:

HMA Materials

Reference 2

Client Name:	Location:
Texas Comptroller	Austin, TX

Contact Name:	Title:
Gerard MacCrossan	Program Manager

Phone:	E-mail
512.463.4600	Gerard.MacCrossan@cpa.texas.gov

Contract Date To:	Contract Date From:	Contract Value: $
7.1.19	7.1.18	~3M annually

Scope of Work:

HMA Materials

Reference 3

Client Name:	Location:
City of Round Rock	Round Rock, TX

Contact Name:	Title:
Round Rock Overlay	Project Manager

Phone:	E-mail
(512) 218-7069	vendors@roundrocktexas.gov

Contract Date To:	Contract Date From:	Contract Value: $
2-1-19	11-1-18	$3.8M

Scope of Work:

2019 Streets Overlay Program

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.**

OLDCASTLE MATERIALS TEXAS

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

10.22.18

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	OLDCASTLE MATERIALS TEXAS
Address of Bidder:	1320 ARROW POINT DR.
Email:	BAILEY.LEWIS@TEXASMATERIALS.COM
Telephone:	(254) 230-7378
Printed Name of Person Submitting Affidavit:	BAILEY LEWIS
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 BAILEY LEWIS (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, BAILEY LEWIS, (*Name of Signer*) am a duly authorized officer of/agent for OLDCASTLE MATERIALS TX (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said OLDCASTLE MATERIALS TX (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Bailey Lewis

on this the 22nd day of October, 2018.

E Christian Aman
Notary Public in and for

E. CHRISTIAN AMAN
Notary Public, State of Texas
Comm. Expires 11-10-2020
Notary ID 11787337

The State of Texas

The County of Williamson

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Oldcastle Materials Texas**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-262
Asphalt Mixes

BIDS MUST BE RECEIVED ON OR BEFORE:
Oct 31, 2018 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Oct 31, 2018 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Supplier: **Oldcastle Materials Texas**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Supplier: **Oldcastle Materials Texas**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Oldcastle Materials Texas**

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Oldcastle Materials Texas**

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMS AND SUBMISSION

2.1 CONFLICT OF INTEREST

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

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

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

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

The County will decide if an actual or perceived conflict should result in Bid disqualification.

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

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.2 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is

available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Bid and/or Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.3 BID AFFIDAVIT

The Bidder attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Bidder certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB. Additionally, the Bidder certifies that the Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, Bidder certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon. **Each Bidder must provide a Bid Affidavit with their Bid Package. Package may be deemed incomplete without this form.**

2.4 ETHICS

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

2.5 BID SUBMITTAL DEADLINE

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

2.6 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

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

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

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

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

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

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11 REJECTION OR ACCEPTANCE.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

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

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

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

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

3.15 SILENCE OF SPECIFICATIONS

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

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

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

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Bidder: Address set out in Bidder's Submittal.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

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

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

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

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

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

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

WILLIAMSON COUNTY
1848

November 2, 2018

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1809-262 – ASPHALT MIXES

After reviewing all the pertinent information, Industrial Asphalt & Aggregate submitted the lowest and best offer for the IFB 1809-262 – Asphalt Mixes. I recommend to the Williamson County Commissioner's Court that they award Industrial Asphalt & Aggregate as the primary vendor for all items and Oldcastle Material Texas as secondary vendor for items 1, 3-5, and 7-12.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **40.**

Meeting Date: 11/13/2018

Mailguard Sole Source

Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Smart Communications from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for Mailguard and authorizing the execution of the agreement.

Background

Notification of intent to declare Sole Source was posted in Bid-Sync for 14 days and had no competitive offers were received. This service provides mail distribution for inmates at the Williamson County Jail. County incurs no cost for this service as it is paid for by the individual sending mail to the inmate which then allows the inmate to view their mail on a kiosk. A presentation on this service was discussed in Commissioners Court on 9/25/18, Agenda Item #17. Point of contact is Randolph Doyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment 1

Attachment 2

Attachment 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 09:10 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Jayme Jasso		Started On: 11/01/2018 08:54 AM
Final Approval Date: 11/08/2018		

WILLIAMSON COUNTY
1848

Purchasing Department

10/31/18

Williamson County Commissioners Court

Re: Sole Source recommendation for Mailguard

Dear County Judge and Commissioners,

Recently our Williamson County Sheriff's Office made a request for a contract with Smart Communications for a product and service known as Mailguard. This action required qualification as a **sole source purchase of proprietary postal mail elimination package which eliminates contraband within a correctional facility. These services are supplied only by Smart Communications who is the owner, and the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Robert Chody, Williamson County Sheriff
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services and amendment

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker
Purchasing Agent/Director
Williamson County Purchasing Department

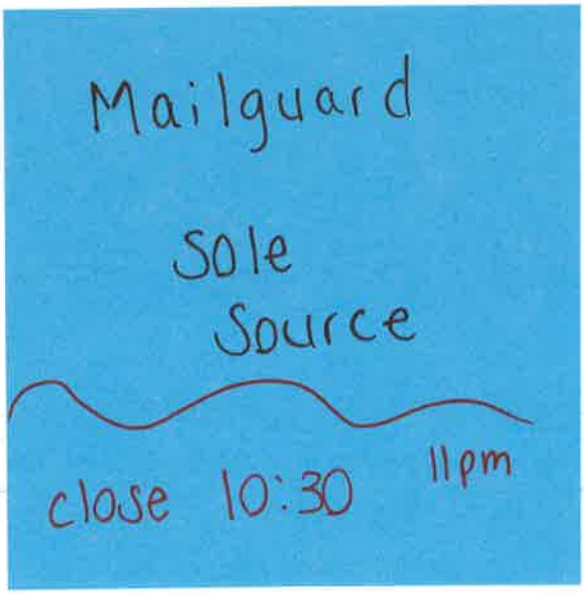
WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

Vendor view of bid

Chat | Description

Bid #SOS-1901 - Intent To Deem Smart Communications As The Sole Source Provider Of Mailguard RFI

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Oct 16, 2018 9:17:36 AM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Oct 30, 2018 11:00:00 AM CDT	**# of suppliers viewed**	**23** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid SOS-1901 [download]		
Best and Final Offer:	Create		



Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	SOS-1901
Title	Please attach all supporting documentation to this line.
Contract Duration	One Time Purchase
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Smart Communications for the following item(s): Mailguard. THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED. Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by 11:00 AM on Oct 30th, 2018 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Please attach all supporting documentation to this line.

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.



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Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☑ **This request form completed and signed**
- Need - ☑ **A written quote from the supplier, listing the goods, services and pricing**
- ☑ **Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are a the only Sole Source provider of the service or item needed.**
- ☑ **Notarized Sole Source affidavit completed by the supplier**
- ☑ **Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.**

- Need agreements Signed

Requestor Name and County Office/Department: Brian Loyd, Sheriff's Office

Requestor Title and Phone Number: Commander
(512) 943-1691

Requested Single Sole Source Supplier:

Company Name: Smart Communications
Contact Name: Rob Degelman
Address: 10491 72nd Street
City, State, Zip: Seminole, FL 33777
Phone Number: (941) 704-7448
Email: rob.deglman@smartcommunication.us
Website: SmartCommunications.us

Is the recommended supplier the manufacturer? Yes? No?

Does the manufacturer sell the item(s) through distributors? Yes? No?

Description of the Product or Service: (If additional space is needed, include in a separate page) *Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.*

Smart Communications has a product called MailGuard for which they hold the patent on a proprietary system for handling mail for distribution to inmates housed within a correctional facility. Mail is sent to a central depository, where it it processed and processed for contraband. The mail is then scanned and transmitted to an inmates account for their viewing. The scanned mail is searched for keywords that would prompt an employee of the correctional facility to halt the delivery of the mail to the inmate, for instance if there were verbiage contained in a letter that spoke about escape plans, narcotics delivery or any other serious crime that would be of concern to a correctional facility.

Smart Communications would need to install kiosks in the housing areas for the inmates as well installing cabling throughout the facility. Smart Communications system is stand alone and does not need to be integrated with the current IT cabling in the facility.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP":* The Smart Communications system needs to be installed and active by December 15, 2018

Estimated Cost: $0

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☑ The required item or service is proprietary to the supplier
- ☑ The recommended supplier holds the patent on the requested item(s)
- ☑ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed**:
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing

☑ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: No

☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe:

☑ **It is not possible to obtain competitive bids for consideration.** If so, why: It is not possible to obtain competitive bids for the consideration because the system offered by Smart Communications is proprietary and there are no other companies in the US providing their technology.

☑ **Are there any other companies who can provide the services or needed items?** If so, please list and provide explanation of why they were unable to meet the requirements: No

☑ **List any other sources, suppliers, products or service providers that you reviewed in your selection process:** Global Tel-Link Corporation, Legacy Inmate Communications, Correct Solutions Group, CTC Communications

☑ **List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):** Internet searches were conducted as well as research at a trade show for correctional products and review of trade publications.

ACKNOWLEDGEMENT

☑ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☑ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: July 15, 2018

Signature*: Commander Brian Loyd

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

Smart Communications

Sole Source Verification and Single Supplier Documentation

March 1, 2018

To Whom It May Concern:

Smart Communications Holding, Inc. and its wholly-owned subsidiaries ("Smart Holdings") provides correctional facilities with a propriety postal mail elimination package system known as MailGuard®, MailGuardLegal™ and Smartjailmail.com.

This letter is to confirm that the Mailguard®, MailGuardLegal™ and SmartJailMail.com postal mail elimination package is a sole source product, provided exclusively by Smart Communications Holding, Inc. and its wholly-owned subsidiaries.

MailGuard® is a method and system for eliminating contraband in routine postal mail. Postal mail is processed (offsite) at our state of the art central processing facility to create electronic versions of the mail with information about the sender, recipient, mail contents, and institution. The processed mail is easily reviewable by jail staff through our electronic messaging system known as Smartjailmail.com and is made available to the intended inmate through a multitude of electronic delivery mechanisms, including the SmartKiosk™, SmartTablets™, and a printable electronic file transfer, or combination of, tailored to the specific needs of correctional facilities. The MailGuard® system eliminates manual labor associated with postal mail and eliminates contraband from entering the correctional facility through the postal mail.

This method and system is the subject of United States **Patent Application Publication Number US 2016/0337360 A1** and claims the benefit and priority of earlier-filed provisional patent applications dating back to May 12, 2015. The Patent Application is Pending. Further, MailGuard® has been registered as a trademark by the United States Patent and Trademark Office. The method and system for mail processing was invented by Jon Logan, a Smart Holdings principal, and is owned by HLFIP Holding, Inc. ("HLFIP"). Smart Holdings is the exclusive licensee of the invention.

In addition, the Smart Holdings package includes an industry exclusive Patent Pending system and method for eliminating contraband from incoming legal mail (MailGuardLegal™). This system is compliant with all statutes and regulations regarding legal mail. This proprietary system and method of delivering legal mail to inmates ensures the elimination of contraband in legal mail. This system reduces administrative costs for the correctional facility, while delivering legal mail viewable by the (inmate only) completely contraband free.

This method and system of legal mail delivery was also invented by Jon Logan and is the subject of an unpublished provisional patent application being prosecuted by HLFIP Holding, Inc. Smart Holdings is the exclusive licensee of the invention.

Smart Communications Holding, Inc. and its wholly-owned subsidiaries are the only supplier that has the right to sell or use the Smartjailmail.com MailGuard® and MailGuardLegal™ systems (and the inventions described above). There are no agents or dealers authorized to represent the Smart Holdings package. Smart Holdings affirms that after 3 years of corrections industry research, it is unaware of any other products/services that are available for sale today, that would serve the same purpose or function of the package provided by Smart Holdings, including the patent pending methods and systems. We encourage you to also perform your own research.

Disclaimer Notice

Whoever makes, uses, offers to sell, or sells a patented invention, including government entities, can be held liable for patent infringement under the United States patent laws. In addition, whoever actively induces infringement of the patents can be held liable for patent infringement. HLFIP Holding, Inc., as the owner, or Smart Communications Holding, Inc. and its wholly-owned subsidiaries, as the exclusive licensee, intends to fully protect any issued patents through appropriate infringement actions and emergency injunctions.

Please feel free to contact me if you would like any additional information.

Sincerely,



Jon Logan
Owner
Smart Communications Holding, Inc.
Ph.517-896-1822
Jon.logan@smartjailmail.com
4522 w North B St. Tampa Fl 33609

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared James P Logan, who after being duly sworn on oath stated the following:

My name is James P Logan. My title is President.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Mallguard.
I am the sole-source supplier of this item because: Patent Pending Product.
I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 20 day of June, 2018.

[Signature]

James P Logan President
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on June 20, 2018 by James Logan.
[Printed Name]

[Signature] Notary Public
State of Florida
My Commission expires on 10/2/21

Zane Kostiak
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG147617
Expires 10/2/2021

Tim Ryle
Chief Deputy

Robert Chody
WILLIAMSON COUNTY SHERIFF

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1393

Roy Fikac
Asst Chief Deputy- Law Enforcement

Randolph Doyer
Asst Chief Deputy - Corrections

To: Williamson County Purchasing
From: Sheriff Robert Chody
Subject: Sole Source Provider-Smart Communications, aka: Mailguard
Date: July 20, 2018

I am writing this in support and recommendation of procuring the services of Smart Communications which provides a method and service known as Mailguard. Mailguard is a proprietary postal mail elimination package which eliminates contraband within a correctional facility. Postal mail is processed off site at a central processing facility to create electronic versions of the mail with information about the sender, recipient, mail contents, and institution. The mail is easily reviewable by jail staff through electronic messaging and is made available to the intended inmate through various electronic delivery systems, i.e.: kiosks, and tablets. Mailguard eliminates manual labor associated with postal mail and eliminates contraband from entering the facility through postal mail. This service also provides for an excellent investigative tool for criminal investigators whereby they will be afforded the ability to establish when, where, how and who sent correspondence to a particular inmate or inmates thus establishing a social connection between senders and recipients.

I truly believe that the Mailguard system will be of great assistance to the Williamson County Jail and will enhance the safety and security of the facility as well as enhance the receipt and distribution of inmate mail.

As to competitively bidding for this service, this is a proprietary service and designed solely for corrections facilities. This service is unique as it is designed to receive mail at a central processing center and disseminate the correspondence electronically, so that the mail itself is stored on a secure server, preserving it's evidentiary value for future litigation and transference to the inmates housed within the facility.

Smart Communications
Holding, Inc.

Schedule 1

This Schedule is between Williamson County hereinafter referred to as "you" or "County," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, Florida 33777, hereinafter referred to as "We," Us," or "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference. This schedule shall be coterminous with the Agreement.

The County's Facility Name and address is: Williamson County Jail - 509 South Rock Street, Georgetown, Texas 78626

Provider shall install and/or provide the following Hardware, Software, Systems and Services:

SmartKiosks and Secure Network

1. The SmartKiosk system are provided at no cost to the Williamson County Sheriff's Office or inmate.

2. Provider will furnish the proprietary SmartKiosk on a 20:1 inmate to kiosk ratio based on the Average Daily Population ("ADP").

3. The SmartKiosk is a custom, wired, ruggedized and correctional grade kiosk of our custom specifications that will connect to our secure network.

4. The SmartKiosk software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure network within the facility.

5. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Maintenance and Support Plan

6. Our asset management system keeps records of all devices throughout their lifecycle so that we can see the full history of any device in real-time. Each kiosk checks with our network when it is powered on and relays its current status information for tracking and pre-emptive notification for service. We see which devices are being used, how often, identify charging and battery issues, and other common problems before they result in device failure so that service can be initiated before a problem is even reported. Our monitoring systems watch our remote infrastructure 24/7 and alert our technicians in real-time if any issues are detected. Using remote network access and remote troubleshooting techniques, we can typically pinpoint the cause of a failure and dispatch the appropriate parts and personnel to repair infrastructure failures very quickly. This helps to ensure that the system can continue to operate even in the event of an outage at a third-party connectivity provider.

Electronic Messaging

7. We will provide at no cost to County a fully functional electronic messaging system for the inmates of the County's Jail Facilities. We are exclusively responsible for providing all of the hardware kiosks, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be entitled to all revenue derived from electronic messaging and photo delivery.

8. We will provide at no cost to County the labor for the installation of the electronic messaging system.

9. We will provide at no cost to County the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

10. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the County Jail Facilities. These costs do not include the costs of the actual electrical power.

11. Provider will maintain records for a period of seven (7) years from the date the record is made. Upon request, we will provide County with copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to County.

12. Provider will provide each inmate of the County Jail Facilities, two (2) message credits per week at no charge to satisfy the needs of indigent inmates.

13. We will provide County with the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.

14. Friends and Family can access the electronic messaging and photo delivery system via the Smartjailmail.com website.

15. Electronic Messaging. Each email message is billed at one credit ($0.50).

16. Photo Delivery Service. Each approved photo is billed at two credits ($1.00).

17. County will provide us with access to the County Jail Facilities and space within the Facilities, subject to operational security requirements, for the purposes of installing, networking, and maintaining of the electronic messaging system. County will provide at no cost the necessary escorts for the installation personnel. The escorts must have access to the necessary inmate housing areas, I.T. and utility rooms to facilitate a timely installation. Emergency access to the system will be granted as needed to Contractor Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice from Contractor.

18. County will include information regarding the Smart Jail Mail System in the Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.

19. County will provide information regarding Smart Jail Mail messaging system in at least one location next to the inmate mailing address on the County website, with a link to the SmartJailMail.com website.

20. Upon completion of installation and appropriate system testing, County will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.

21. County will provide a list electronically twice each day of all inmates residing in the County Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks appropriate to their housing assignment.

22. County will give prompt notice to Provider of any trouble or irregularity in the functioning of any individual kiosk in particular or the electronic messaging system as a whole.

Grievances, General and Medical Requests

23. We shall provide at no cost to the County and Inmate electronic general and medical requests as well as well as electronic grievance forms via the SmartKiosk.

24. Our System presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing. Automated timers, alerts, and escalation paths help to ensure that requests are handled in a timely manner to ensure compliance with internal policies and accreditation standards (if applicable). Each type of request has a suite of controls to fine-tune policies around who can submit which requests, how often, and a variety of other restrictions to help prevent staff from becoming overloaded. Requests can be easily reassigned to another individual or department as needed, and like everything else, all actions and access to these systems are logged and audited. Reports are available to show request aging, who is answering requests on time (or not), and one-click compliance reports to aide with accreditation reporting.

Rules, Regulations & Communications

25. The SmartKiosk is designed to provide at the Sheriff's Office discretion a mandatory electronic signature acknowledging that the inmate has received an electronic copy of the Inmate Handbook. The Inmate Handbook is always available on the SmartKiosk for easy reference. Changes and additions to the handbook or other rules and regulations can be changed easily by staff members. Inmates also have access to the PREA Act at all times on the SmartKiosk. The SmartKiosk has the ability for the Administrators to post announcements, communications and notices to the entire inmate population, or certain housing units or individual inmates. A common posting is both the PREA Act and everyday items such as menus.

Law Library

26. We shall provide access via the SmartKiosk to a law library to the Sheriff's Office and inmates at no cost. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case. Updates to this library are done as new information becomes available and is used by a number of State BAR associations as the preferred platform for their registered attorneys to use for legal research.

MailGuard™ Patent Pending Postal Mail Elimination System

27. Provider is the exclusive licensee of MailGuard™, the patent pending postal mail elimination system.

28. We shall provide MailGuard™ at no cost to County. MailGuard™ converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartKiosk™ within the County Jail Facility; and

29. We shall provide all of the equipment and support services to operate the MailGuard™ system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartKiosk™ at no cost to County; and

30. County Jail Facility shall provide the inmate the option of designating MailGuard as their Agent for processing incoming routine postal mail. For purposes of this contract, "routine mail" means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to the jail for delivery.

31. MailGuard will only integrate with and transmit incoming routine mail to the SmartKiosk™.

32. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard™ system at the County Jail Facilities. These costs do not include the costs of the actual electrical power.

33. MailGuard shall become the Inmates designated Agent to process and electronically deliver incoming routine inmate mail pursuant to County's mail policy which shall promote the intent of this Agreement.

34. County will instruct and advertise on its website that all incoming routine mail must be sent to the designated Mail Box for electronic delivery via the MailGuard™ system.

35. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the County for incoming routine mail to be sent.

36. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.

37. Provider will shred all processed mail unless the County requests in writing to Provider that all or particular inmate mail must be stored. All mail stored for more than thirty (30) days must be stored in a separate storage facility controlled by Provider and the County shall be billed monthly for the storage amount.

38. The MailGuard™ public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for twelve (12) months from the date of their release from the County's Jail Facility.

39. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate's release from the County's Jail Facility. During the term of this Agreement and upon request, we will provide County with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider's records directly relevant to County's Jail Facility.

40. MailGuard will provide County with the capability of monitoring and reviewing all electronic mail sent through the MailGuard™ system, except those messages deemed to be privileged under law between attorney and client.

41. The work to be performed by MailGuard under this Agreement may, at its discretion, be performed directly by it wholly or in part through a subcontractor of its choosing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

County: Williamson County	Provider: Smart Communications Holding, Inc.
By: _____	By: _____
Name: _____	Name: Jon Logan
Title: _____	Title: CEO
Date: _____	Date: 11/6/18
Email: _____	Email: jon.logan@smartjailmail.com
Notice Address: 508 South Rock Street Georgetown, TX 78626	Notice Address: 10491 72nd Street Seminole, Florida 33777

Smart Communications Holding, Inc.

Master Services Agreement

This Master Services Agreement (this "Agreement") is by and between Williamson County, hereinafter referred to as "you" or "County," (Williamson County) and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, Florida 33777, hereinafter referred to as "Provider."

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, the County desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, the Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Systems. This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the "System(s)") for the County. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. Use of Systems. County grants Provider the exclusive right and license to install, maintain and derive revenue from the Systems through Provider's inmate services and Systems including, without limitation, the related hardware and software, located in the County facilities identified on the Schedules. County agrees that they will not resell or provide access to Provider's services and Systems directly or indirectly to third parties unless agreed upon in a separate written Agreement. During and subject to the terms and conditions of this Agreement, Provider shall be the sole and exclusive provider in lieu of any other third party provider of the inmate communications services contained within the Schedules, including inmate messaging and email, texting, photo delivery system, electronic education, electronic self-help, court mandated online courses, electronic entertainment, inmate electronic general requests, electronic grievances, electronic medical requests, electronic law library and electronic delivery of routine postal mail.

3. Hardware and Software License. For the term of this Agreement, Provider grants County a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider's sole discretion.

For services and systems that allows County to monitor and archive inmate postal mail, electronic messages, grievances, medical requests, educational and entertainment, by providing the inmate services and Systems, Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. License Restrictions: The Software is to be used solely in connection with Provider's Services by County and inmates housed at the Williamson County Jail in connection with Provider's services and Systems. The Hardware is to be used solely by inmates housed at the Williamson County Jail to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, County must not:

(i) permit any parent, subsidiary, affiliated entity or third-party to use the Hardware or Software;

(ii) Rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;

(iii) alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;

(iv) connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;

(v) distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;

(vi) reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;

(vii) defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;

(vii) remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

5. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to County. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period (s) as stated in the Schedule for Systems, we will provide you access to the records.

6. Term. This Agreement shall commence on the effective date, the first day messaging service goes live, and shall continue for a period of three years (3) years from the date of system going live. After the original three (3) year term, this Agreement shall automatically renew annually for two (2) additional one (1) year terms unless either Party notifies the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.

7. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless County, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by County of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, neither Party shall have any liability for indirect, incidental, consequential, exemplary or special damages of any kind, including damages arising from lost profits, lost saving, lost income, loss of use or other benefit, lost or corrupted data or software, even if the Parties have been advised of the possibility of such damages and regardless of whether caused or contributed to by the negligence of Provider or others and not withstanding anything to the contrary in this Agreement, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

8. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

9. Mediation. The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.

10. No Agency Relationship & Indemnification. It is understood and agreed that Provider shall not in any sense be considered a partner or joint venture with The County, nor shall hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether direct or indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Provider or failure to act relating to the services provided.

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

12. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term "Confidential Information" does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party's sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

Provider expressly agrees that he or she will not sue any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and she or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

13. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party is has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the County. Provider shall have the right to immediately terminate this Agreement if County breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

14. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than $300,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $300,000 combined single limit covering all work performed under this contact. Provider shall provide Worker's Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by Florida (LAS), Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident. County agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against County or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services We provide to You.

15. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. County acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing County to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

16. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

17. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

18. Provider Personnel. All Provider personnel being permitted to work in the County Jail Facility will be subject to a security/background check by the Office of the Sheriff.

19. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with the Williamson County Jail Commander, or their designees, and shall actively cooperate in all matters pertaining to this Agreement.

20. Good Faith Clause. Provider and Williamson County agrees to act in good faith in the performance of this Contract.

21. Public Information. Neither the Provider nor the County shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

22. Access to Management Information. County shall have the complete and unlimited right to access any and all information maintained by Provider which may be needed to ensure compliance with the contract terms and conditions, and to monitor contractual compliance. The Provider shall make available all records or data requested.

23. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

24. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this is Agreement be construed to create in any other individual or entity the status of a third party beneficiary.

25. Public Entity Crime. Provider confirms its understanding that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

26. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

27. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.

28. Governing Law. The parties mutually agree that any litigation arising hereunder shall be brought and completed in Williamson County, Texas, and the law of the State of Texas shall govern.

29. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

30. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

31. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of County to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

32. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior approval of Williamson County. Approval by Williamson County shall not be unreasonably withheld.

33. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

34. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

35. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

37. Cooperative Procurement: This procurement is being conducted on behalf of Williamson County. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.

With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

County: Williamson County	Provider: Smart Communications Holding, Inc.
By: _____	By: _____
Name: _____	Name: Jon Logan
Title: _____	Title: CEO
Date: _____	Date: 11/6/18
Email: _____	Email: jon.logan@smartjailmail.com
Notice Address: 508 South Rock Street Georgetown, TX 78626	Notice Address: 10491 72nd Street Seminole, Florida 33777

Commissioners Court - Regular Session **41.**

Meeting Date: 11/13/2018

Contract Termination for Mowing at SO Firing Range

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding termination notice of services contract with Heart of Texas Landscape & Irrigation Co. for mowing services at the Sheriff's Office firing range as services are no longer necessary upon recommendation of the Williamson County Facilities Department.

Background

The contract with Heart of Texas for services is no longer required. The Landscape Services for the Sheriff's Office Training Center was included in RFP 1807-251 that was approved in Commissioners Court on September 25, 2018 for commencement on October 1, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of Contract Termination with Heart of Texas Landscape & Irrigation for SOTC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 08:49 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Dianne West		Started On: 11/02/2018 01:55 PM
Final Approval Date: 11/08/2018		

OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

November 13, 2018

Via electronic mail: dustin@hotlandscape.com
Heart of Texas Landscape & Irrigation
P.O. Box 1236
Belton, TX 76513

In re: ***Notice of Contract Termination (Williamson County Sheriff's Firearms Range, 3901 CR 130, Hutto, TX)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company for mowing and related services at the above-referenced address. The Williamson County Commissioners Court, as the legislative body for the county, has decided to make changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the service contract, which states in relevant part (page 4, special terms):

- **Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such

termination will be effective in thirty (30) calendar days or Thursday, December 13, 2018.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Sheriff's Office

DG/sos

Proposal Date:
10/1/2017

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

Williamson County Sheriff's Firearms Range
3901 CR 130
Hutto Texas

PROPOSAL

This proposal is based on 39 trips from October 1, 2017 to September 30, 2018 on the following schedule:

January		May	4	September	5
February	2	June	5	October	4
March	5	July	4	November	2
April	4	August	4	December	

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge all walks, curbs, and drives; (4) Trim fringe left by mowers around building, posts, trees, and other raised objects. May be chemically treated where not unsightly; and (5) Sweep or otherwise clean up debris caused by our work, including any detrimental or unsightly overlay of cut grass on lawn areas.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

[ ] Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

[X] Mow grass areas designated by client, 39 times.

[ ] Shear shrubs and ground cover as needed.

[ ] Weed and edge beds

[X] Addendum Attachment "A" attached.

[ ] Mulch

[ ] Annuals

[ ] Irrigation Check

Annual Price: $6,008.44 Payable Monthly: (10 Months) $600.84

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

10/1/2017
DATE

Valerie Covey
OWNER/REPRESENTATIVE

10/1/2017
DATE

HEART OF TEXAS LANDSCAPE & IRRIGATION

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

ATTACHMENT "A"

Other services included in contract:

We practice Integrated Pest Management.
Other than pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

1) Post emergent herbicides as needed in turf, beds, or curb and gutter-pre cannot be used in beds.

2) Disease or insects (other than web worms in tall trees) on turf, shrubs or trees.

3) Shrubs and trees are fertilized in the spring.

4) Mistletoe removal or treatment is not included.

5) Sucker removal & crape myrtle pods that can be reached from the ground are part of shrub trimmings. Suckers as needed. Crape myrtle pods in mid to late February.

6) Turf is fertilized mid April with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early October. (Based on seasonal temperatures)

7) If there would be a scale problem, then dormant oil will be applied.

8) Fall leaf removal when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.

9) Fire ant baits & powder will be charged out per container.

10) Mistletoe or webworm treatment will be billed separately.

11) All other services will be performed based on an approved estimate.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

10/1/2017
DATE

Valerie Covey
OWNER/REPRESENTATIVE

10/1/2017
DATE

HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

CONTRACT

(To include Proposal and Attachment "A", page 3 of 3 of contract)

1) The proposal constitutes a part of this contract by and between the HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC herein after referred to as the "Contractor," and the "Client" Williamson County Sheriff's Firearms Range whose address is 3901 CR 130 Hutto, Texas 78634."

2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.

3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contactor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warrantees of merchantability or fitness of any good or service supplied under this contract

4)The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract **within (NET 30) days** of the billing date. A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Notwithstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option declare this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date.

5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done. This contract is susceptible to an annual increase.

6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancelation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (tax included) by the annual service visit count stated on the contract.

7) Both "per trip" and "equal installment" billings will be dated the 1st day of each month of the contract period and are due and payable by or before the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal installments" billing is determined by division of the annual cost by twelve.

HEART of TEXAS
LANDSCAPE & IRRIGATION

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- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

- Texas Prompt Payment Act Compliance: 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 licensee 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 licensee 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 licensee'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.

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

- Right to Audit: CONTRACTOR agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of 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 licensee 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. licensee shall give CONTRACTOR reasonable advance notice of intended audits.

ACCEPTED on this 1st Day Of October 2017

Valerie Covey
OWNER/REPRESENTATIVE

HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236
www.hotlandscape.com
Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	2	5	4	4	5	4	4	5	4	2	0	39
Weedeat	0	2	5	4	4	5	4	4	5	4	2	0	39
Edging	0	2	5	4	4	5	4	4	5	4	2	0	39
Blowing	0	2	5	4	4	5	4	4	5	4	2	0	39
Shrub Trimming						AS NEEDED							0
Tree Trimming													0
Leaf Pickup													0
Mulch													0
Fertilizer													0
Pre-emergent													0
Annuals													0
Herbicide						AS NEEDED							0
Insecticide						AS NEEDED							0
Irrigation Check													0
Aerification													0
Rye Overseed													0
Perennial Cutbacks													0

Commissioners Court - Regular Session **33.**
Meeting Date: 10/10/2017
Mowing for SO Firing Range
Submitted For: Randy Barker **Submitted By:** Jayme Jasso, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item
Discuss, consider and take appropriate action on approving the agreement between Heart of Texas Landscape & Irrigation and Williamson County for Landscaping Services for the Sheriff's Office Firing Range in Hutto.

Background
Proposal based on 39 trips from October 1, 2017 to September 30, 2018; each trip will include services in primary areas as applicable per attached. Annual price is $6,008.44 payable in ten (10) monthly payments of $600.84 (no monthly service in December & January).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mowing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/05/2017 11:27 AM
Purchasing (Originator)	Randy Barker	10/05/2017 11:38 AM
Form Started By: Jayme Jasso		Started On: 10/05/2017 10:47 AM
Final Approval Date: 10/05/2017		

Commissioners Court - Regular Session **42.**

Meeting Date: 11/13/2018

Contract termination 1702-140 with Pathmark Traffic Products, NSTS, LLC, and Garden State Highway Products, Inc.

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding termination notice of contract (#1702-140, Signs and Markers) with Pathmark Traffic Products of Texas, Inc., Garden State Highway Products, Inc., and NSTS, LLC upon recommendation of the Williamson County Road & Bridge Department.

Background

The contract 1702-140 for signs and markers with all vendors (Pathmark Traffic Products of Texas Inc., Garden State Highway Products, Inc., and NSTS, LLC,) is being recommended for termination. New requirements are being defined and a new bidders package is being prepared for issuance upon completion of the termination.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pathmark Traffic Products of Texas Termination Letter

Garden State Highway Products Termination Letter

NSTS, LLC Termination Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 09:55 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Dianne West		Started On: 11/05/2018 01:18 PM
Final Approval Date: 11/08/2018		

OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

November 13, 2018

Via electronic mail:
Pathmark Traffic Products of Texas Inc.
Attn: Eddie Blakley
4435 Hunter Road
San Marcos, Texas 78666

In re: ***Notice of Contract Termination (Williamson County RFP #1702-140 – Signs & Markers)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company for roadway signs and markers. The Williamson County Commissioners Court, as the legislative body for the county, has decided to make changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in RFP #1702-140, Paragraph 3.2.8(b), which allows for termination, the controlling contract states as follows:

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

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in thirty (30) calendar days or December 13, 2018.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Mr. J. Terron Evertson, P.E.

DG/sos

OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

November 13, 2018

Via electronic mail:
Garden State Highway Products, Inc.
Attn: Sharon Green
1740 E. Oak Road
Vineland, NJ 08361

In re: ***Notice of Contract Termination (Williamson County RFP #1702-140 – Signs & Markers)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company for roadway signs and markers. The Williamson County Commissioners Court, as the legislative body for the county, has decided to make changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in RFP #1702-140, Paragraph 3.2.8(b), which allows for termination, the controlling contract states as follows:

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

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in thirty (30) calendar days or December 13, 2018.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Mr. J. Terron Evertson, P.E.

DG/sos

OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

November 13, 2018

Via electronic mail:
NSTS, LLC
Attn: Jose Perez
2331 N. State Hwy 46, #400
Sequin, Texas 78155

In re: ***Notice of Contract Termination (Williamson County RFP #1702-140 – Signs & Markers)***

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As you are aware, Williamson County is currently in a contract with your company for roadway signs and markers. The Williamson County Commissioners Court, as the legislative body for the county, has decided to make changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in RFP #1702-140, Paragraph 3.2.8(b), which allows for termination, the controlling contract states as follows:

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Hon. Dan Gattis
Williamson County Judge

cc: Williamson County Auditor's Office
Mr. J. Terron Evertson, P.E.

DG/sos

Commissioners Court - Regular Session **43.**

Meeting Date: 11/13/2018

Award IFB 1809-259 Lakeline Blvd Right Turn Lane

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #1808-259 Lakeline Blvd Right Turn Lane to the lowest responsive bidder, MA Smith Contracting and authorizing the execution of the agreement.

Background

Williamson County received 4 bids and the IFB was viewed by 47 suppliers. The recommended contractor's bid is $86,863.16 above the Engineer's estimate, however, bidding was very competitive with all bidders being within 11% of the low bidder. In addition to meeting the bid requirements, MA Smith Contracting has successfully completed many projects with Williamson County including County Road 277, IH 35 Northbound Frontage Road Driveway, Madrid Drive Extension, and King of Kings Crossing. They are also currently working on the Neenah Avenue Widening project. Based on the low bid of $567,792.55 and the previous quality of work done for Williamson County, HNTB concurs with the Design Engineer's (Kimley Horn) Recommendation of Award for the Lakeline Boulevard Right Turn Lanes contract to MA Smith Contracting. The point of contact is HNTB. Funding Source: Road Bonds. P331.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1806-259 Recommendation Letter

Tabulation Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 08:53 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2018 07:29 AM
Final Approval Date: 11/08/2018		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

November 1, 2018

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Lakeline Boulevard Right Turn Lanes
Williamson County Project No. 1809-259
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (MA Smith Contracting) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	MA Smith Contracting	$567,792.55
2.	Champion Site Prep	$593,473.59
3.	Patin Construction	$600,680.15
4.	Pro Dirt Services	$629,846.00

The Contractor's low bid is $86,863.16 above the Engineer's Estimate, however, bidding was very competitive with all bidders being within 11% of the low bidder.

In addition to meeting the bid qualifications subject to being low bidder, MA Smith Contracting has successfully completed many projects for Williamson County including County Road 277, IH 35 Northbound Frontage Road Driveway, Madrid Drive Extension, and King of Kings Crossing. In addition, they are currently working on the Neenah Avenue Widening project. Based on the low bid of $567,792.55 and the previous quality of work done for Williamson County, we concur with the Design Engineer's (Kimley Horn) Recommendation of Award for the Lakeline Boulevard Right Turn Lanes contract to MA Smith Contracting.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County, Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
1809-259 Lakeline Blvd Right Turn lanes
HNTB Bid Tabulation
October 24, 2018

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
M.A Smith Contracting	$567,792.55	1	$86,863.16	18.1%	-	-
Champion Site Prep	$593,473.59	2	$112,544.20	23.4%	$ 25,681.04	4.5%
Patin Construction	$600,680.15	3	$119,750.76	24.9%	$ 32,887.60	5.8%
Pro Dirt Services	$629,846.00	4	$148,916.61	31.0%	$ 62,053.45	10.9%

Williamson County Road Bond Program
1809-259 Lakeline Blvd Right Turn Lanes
HNTB Bid Tabulation
October 24, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		M.A Smith Contracting		Champion Site Prep	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	101S-B	PREPARING RIGHT OF WAY	5.5	STA	$ 5,000.00	$ 27,500.00	$ 8,000.00	$ 44,000.00	$ 9,501.42	$ 52,257.81
2	111S-A	EXCAVATION	971	CY	$ 25.00	$ 24,275.00	$ 50.00	$ 48,550.00	$ 34.13	$ 33,140.23
3	132S-A	EMBANKMENT	2	CY	$ 25.00	$ 50.00	$ 500.00	$ 1,000.00	$ 6,608.76	$ 13,217.52
4	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B, PLAN QUANTITY	154	TON	$ 120.00	$ 18,480.00	$ 150.00	$ 23,100.00	$ 146.83	$ 22,611.82
5	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 3 INCHES, TYPE C, PLAN QUANTITY	49	TON	$ 150.00	$ 7,350.00	$ 275.00	$ 13,475.00	$ 297.29	$ 14,567.21
6	360S-AH	8 IN CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	174	SY	$ 75.00	$ 13,050.00	$ 120.00	$ 20,880.00	$ 88.20	$ 15,346.80
7	360S-B	MONOLITHIC CURB	33	LF	$ 75.00	$ 2,475.00	$ 15.00	$ 495.00	$ 7.20	$ 237.60
8	423 6004	RETAINING WALL (CONC BLOCK)	879	SF	$ 60.00	$ 52,740.00	$ 60.00	$ 52,740.00	$ 55.58	$ 48,854.82
9	430S-A	P.C. CONCRETE CURB AND GUTTER	278	LF	$ 20.00	$ 5,560.00	$ 20.00	$ 5,560.00	$ 51.11	$ 14,208.58
10	432S-5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	4382	SF	$ 8.00	$ 35,056.00	$ 6.50	$ 28,483.00	$ 5.88	$ 25,766.16
11	432S-5B	PROP TYPE 1B RAMP	3	EA	$ 2,000.00	$ 6,000.00	$ 1,500.00	$ 4,500.00	$ 1,176.00	$ 3,528.00
12	432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	75	LF	$ 150.00	$ 11,250.00	$ 150.00	$ 11,250.00	$ 180.00	$ 13,500.00
13	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	1	EA	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00
14	508S-IG	INLET, GRATED, 5FT X 5 FT	1	EA	$ 5,500.00	$ 5,500.00	$ 6,000.00	$ 6,000.00	$ 14,400.00	$ 14,400.00
15	510-ASD	PIPE, 18 IN PVD DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	6	LF	$ 88.00	$ 528.00	$ 150.00	$ 900.00	$ 168.00	$ 1,008.00
16	551	PIPE UNDERDRAIN PVC, 6 IN	218	LF	$ 44.00	$ 9,592.00	$ 30.00	$ 6,540.00	$ 84.00	$ 18,312.00
17	591S-A2	DRY RIPRAP, ROUNDED RIVER ROCK 2"-6" DIA	0.5	SY	$ 550.00	$ 275.00	$ 1,000.00	$ 500.00	$ 720.00	$ 360.00
18	591S-F	CONCRETE RIPRAP, 6 IN.	25.2	SY	$ 100.00	$ 2,520.00	$ 100.00	$ 2,520.00	$ 144.00	$ 3,628.80
19	602S-A	BERMUDA BLOCK SODDING	356	SY	$ 11.00	$ 3,916.00	$ 13.00	$ 4,628.00	$ 8.82	$ 3,139.92
20	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	356	SY	$ 0.55	$ 195.80	$ 2.50	$ 890.00	$ 2.53	$ 900.68
21	608S-1	CONTAINERIZED 5 GAL, 18"HT x 18"SPR	50	EA	$ 11.00	$ 550.00	$ 150.00	$ 7,500.00	$ 420.00	$ 21,000.00
22	620 6007	ELEC CONDR (NO.8) BARE	985	LF	$ 1.10	$ 1,083.50	$ 1.90	$ 1,871.50	$ 1.92	$ 1,891.20
23	620 6008	ELEC CONDR (NO.8) INSULATED	720	LF	$ 1.10	$ 792.00	$ 1.90	$ 1,368.00	$ 2.04	$ 1,468.80
24	620 6009	ELEC CONDR (NO.6) BARE	720	LF	$ 1.65	$ 1,188.00	$ 2.00	$ 1,440.00	$ 2.04	$ 1,468.80
25	620 6010	ELEC CONDR (NO.6) INSULATED	2060	LF	$ 1.65	$ 3,399.00	$ 2.00	$ 4,120.00	$ 2.16	$ 4,449.60
26	628-WC01	OVERHEAD ELECTRICAL SERVICE-CITY STD. NO METER	1	EA	$ 3,850.00	$ 3,850.00	$ 5,200.00	$ 5,200.00	$ 5,520.00	$ 5,520.00
27	628S-D	FILTER CURB INLET PROTECTION (EXISTING INLET)	2	EA	$ 110.00	$ 220.00	$ 90.00	$ 180.00	$ 90.00	$ 180.00
28	642S	SILT FENCE FOR EROSION CONTROL	546	LF	$ 5.50	$ 3,003.00	$ 2.25	$ 1,228.50	$ 2.22	$ 1,212.12
29	660S	BIOFILTRATION MEDIA	47	CY	$ 165.00	$ 7,755.00	$ 500.00	$ 23,500.00	$ 169.20	$ 7,952.40
30	684 6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	579	LF	$ 2.20	$ 1,273.80	$ 2.25	$ 1,302.75	$ 2.40	$ 1,389.60
31	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	675	LF	$ 2.20	$ 1,485.00	$ 3.50	$ 2,362.50	$ 3.60	$ 2,430.00
32	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	525	LF	$ 4.40	$ 2,310.00	$ 5.75	$ 3,018.75	$ 6.00	$ 3,150.00
33	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1110	LF	$ 1.10	$ 1,221.00	$ 2.25	$ 2,497.50	$ 2.40	$ 2,664.00
34	688 6001	PED DETECT PUSH BUTTON (APS)	2	EA	$ 880.00	$ 1,760.00	$ 1,100.00	$ 2,200.00	$ 1,080.00	$ 2,160.00
35	700S-TM	TOTAL MOBILIZATION PAYMENT	1	LS	$ 39,859.54	$ 39,859.54	$ 30,000.00	$ 30,000.00	$ 28,874.46	$ 28,874.46
36	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2	MO	$ 5,000.00	$ 10,000.00	$ 8,000.00	$ 16,000.00	$ 4,095.60	$ 8,191.20

Williamson County Road Bond Program
1809-259 Lakeline Blvd Right Turn Lanes
HNTB Bid Tabulation
October 24, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		M.A Smith Contracting		Champion Site Prep	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	824S	TRAFFIC SIGNS	4	EA	$ 550.00	$ 2,200.00	$ 500.00	$ 2,000.00	$ 780.00	$ 3,120.00
38	831S 2	36 INCH DIAMETER TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS 10 FT DEPTH	1	EA	$ 5,500.00	$ 5,500.00	$ 17,000.00	$ 17,000.00	$ 12,000.00	$ 12,000.00
39	831S 5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	2	EA	$ 4,400.00	$ 8,800.00	$ 8,500.00	$ 17,000.00	$ 3,600.00	$ 7,200.00
40	832S VSM-3	VEHICULAR SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	7	EA	$ 1,210.00	$ 8,470.00	$ 1,000.00	$ 7,000.00	$ 1,020.00	$ 7,140.00
41	832S VSM-4	VEHICULAR SIGNAL INSTALLATION, 4 SECTION, COMPLETE IN PLACE	3	EA	$ 1,595.00	$ 4,785.00	$ 1,300.00	$ 3,900.00	$ 1,359.60	$ 4,078.80
42	834S 3	TYPE B PULL BOX	4	EA	$ 6,050.00	$ 24,200.00	$ 1,700.00	$ 6,800.00	$ 1,784.40	$ 7,137.60
43	834S 4	RING AND LID FOR USE WITH TYPE B PULL BOXES	4	EA	$ 550.00	$ 2,200.00	$ 450.00	$ 1,800.00	$ 470.40	$ 1,881.60
44	835S LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH IN DIAMETER	1145	LF	$ 3.30	$ 3,778.50	$ 3.50	$ 4,007.50	$ 3.60	$ 4,122.00
45	835S LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER	440	LF	$ 4.40	$ 1,936.00	$ 4.50	$ 1,980.00	$ 4.80	$ 2,112.00
46	838S PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	2	EA	$ 1,650.00	$ 3,300.00	$ 2,300.00	$ 4,600.00	$ 2,400.00	$ 4,800.00
47	838S PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	2	EA	$ 3,850.00	$ 7,700.00	$ 2,700.00	$ 5,400.00	$ 2,880.00	$ 5,760.00
48	839S MA50	50-FOOT MAST ARM	1	EA	$ 6,600.00	$ 6,600.00	$ 7,400.00	$ 7,400.00	$ 7,320.00	$ 7,320.00
49	839S MAP3	TYPE 3 MAST ARM POLE	1	EA	$ 5,500.00	$ 5,500.00	$ 7,300.00	$ 7,300.00	$ 7,440.00	$ 7,440.00
50	840S TSI	TRAFFIC SIGNAL INSTALLATION	1	EA	$ 11,000.00	$ 11,000.00	$ 15,000.00	$ 15,000.00	$ 15,600.00	$ 15,600.00
51	844S 2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	665	LF	$ 11.00	$ 7,315.00	$ 15.00	$ 9,975.00	$ 15.60	$ 10,374.00
52	844S 3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	225	LF	$ 11.00	$ 2,475.00	$ 27.00	$ 6,075.00	$ 28.80	$ 6,480.00
53	863S-2	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	11	EA	$ 11.00	$ 121.00	$ 9.00	$ 99.00	$ 8.40	$ 92.40
54	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 8 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN	207	LF	$ 11.00	$ 2,277.00	$ 3.50	$ 724.50	$ 2.70	$ 558.90
55	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 12 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN	106	LF	$ 16.50	$ 1,749.00	$ 3.75	$ 397.50	$ 4.06	$ 430.36
56	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 24 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN	36	LF	$ 38.50	$ 1,386.00	$ 7.50	$ 270.00	$ 8.11	$ 291.96
57	871S-B	REFLECTORIZED TYPE I PAVEMENT MARKINGS WORD (ONLY), 100 MILS IN THICKNESS, WHITE IN COLOR	4	EA	$ 220.00	$ 880.00	$ 200.00	$ 800.00	$ 210.00	$ 840.00
58	871S-C	REFLECTORIZED TYPE I PAVEMENT MARKINGS SHAPES (ARROW), 100 MILS IN THICKNESS, WHITE IN	2	EA	$ 220.00	$ 440.00	$ 150.00	$ 300.00	$ 150.00	$ 300.00
59	874S-A	ELIMINATE EXISTING PAVEMENT MARKINGS 12 INCHES IN WIDTH	88	LF	$ 11.00	$ 968.00	$ 6.00	$ 528.00	$ 6.70	$ 589.60
60	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES IN WIDTH, FOR	207	LF	$ 5.50	$ 1,138.50	$ 0.90	$ 186.30	$ 1.20	$ 248.40
61	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR	13	LF	$ 11.00	$ 143.00	$ 1.25	$ 16.25	$ 1.20	$ 15.60
62	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES IN WIDTH, FOR	36	LF	$ 16.50	$ 594.00	$ 2.50	$ 90.00	$ 1.20	$ 43.20
63	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR	93	LF	$ 11.00	$ 1,023.00	$ 3.00	$ 279.00	$ 1.20	$ 111.60
64	875S-B	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT	4	EA	$ 27.50	$ 110.00	$ 25.00	$ 100.00	$ 24.00	$ 96.00
65	875S-C	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT	2	EA	$ 27.50	$ 55.00	$ 35.00	$ 70.00	$ 24.00	$ 48.00
66	6002 6001	VIVDS PROCESSOR SYSTEM	1	EA	$ 4,950.00	$ 4,950.00	$ 8,000.00	$ 8,000.00	$ 7,800.00	$ 7,800.00

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HNTB Bid Tabulation
October 24, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		M.A Smith Contracting		Champion Site Prep	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
67	6002 6002	VIVDS CAMERA ASSEMBLY	4	EA	$ 1,430.00	$ 5,720.00	$ 3,000.00	$ 12,000.00	$ 3,000.00	$ 12,000.00
68	6002 6003	VIVDS SET-UP SYSTEM	1	EA	$ 770.00	$ 770.00	$ 500.00	$ 500.00	$ 525.60	$ 525.60
69	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	579	LF	$ 2.75	$ 1,592.25	$ 6.00	$ 3,474.00	$ 6.00	$ 3,474.00
70	WC9036-1	REMOVE POLE	1	EA	$ 286.00	$ 286.00	$ 1,300.00	$ 1,300.00	$ 1,320.00	$ 1,320.00
71	WC9036-2	REMOVE POLE FOUNDATION	1	EA	$ 330.00	$ 330.00	$ 2,000.00	$ 2,000.00	$ 2,100.00	$ 2,100.00
72	WC9036-3	REMOVE PED POLE FOUNDATION	1	EA	$ 550.00	$ 550.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00
73	WC9037-1	RELOCATE ILLUMINATION POLE	1	EA	$ 550.00	$ 550.00	$ 3,500.00	$ 3,500.00	$ 3,720.00	$ 3,720.00
74	430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER	20	LF	$ 40.00	$ 800.00	$ 35.00	$ 700.00	$ 60.00	$ 1,200.00
75	504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER	4	EA	$ 500.00	$ 2,000.00	$ 300.00	$ 1,200.00	$ 1,200.00	$ 4,800.00
76	504S-3W	ADJUST WATER VALVE BOX RISER TO GRADE	1	EA	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00
77	505S	ENCASEMENT PIPE, 4" DIAMETER, SDR-26	14	LF	$ 50.00	$ 700.00	$ 25.00	$ 350.00	$ 60.00	$ 840.00
78	505S-B	ENCASEMENT PIPE, 18" DIAMETER, 3/8" THICK STEEL, INCLUDING CASING SPACERS, END SEALS, AND WELDS TO CONSTRUCT CASING	18	LF	$ 300.00	$ 5,400.00	$ 125.00	$ 2,250.00	$ 240.00	$ 4,320.00
79	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	190	LF	$ 3.55	$ 674.50	$ 1.00	$ 190.00	$ 3.60	$ 684.00
80	510-AW1.5-PE	PIPE, 2" DIAMETER, PVC SCH 80 (All Depths), INCLUDES EXCAVATION AND BACKFILL, AND TRENCH REPAIR	164	LF	$ 40.00	$ 6,560.00	$ 20.00	$ 3,280.00	$ 133.56	$ 21,903.84
81	510-AW8-PVC	PIPE, 8" DIAMTER, PVC (All Depths), INCLUDES EXCAVATION AND BACKFILL AND TRENCH REPAIR	26	LF	$ 90.00	$ 2,340.00	$ 150.00	$ 3,900.00	$ 186.00	$ 4,836.00
82	510-BWW-2/1.5	CONNECTING NEW 2" SERVICE TO EXISTING 1.5" SERVICE, INCLUDES CONNECTIONS, CLEANOUT, VAULT LID, AND OTHER INCIDENTALS, COMPLETE IN PLACE	1	EA	$ 6,000.00	$ 6,000.00	$ 6,400.00	$ 6,400.00	$ 1,200.00	$ 1,200.00
83	510-KW	DUCTILE IRON FITTINGS	0.25	TON	$ 6,000.00	$ 1,500.00	$ 600.00	$ 150.00	$ 4,200.00	$ 1,050.00
84	511S-A2GV	VALVES, GATE 2"	1	EA	$ 500.00	$ 500.00	$ 1,100.00	$ 1,100.00	$ 480.00	$ 480.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

85	999-WC01	FORCE ACCOUNT	15,000	DOL	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 480,929.39**		**$ 567,792.55**		**$ 593,473.59**
		ACTUAL BID PROPOSAL				$480,929.39		$567,792.55		$578,833.59
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		($14,640.00)
		Bid Bond						Y		Y
		Bid Affidavit						Y		Y
		Conflict of Interest Questionnaire						Y		Y
		Bidder References (Minimum of Three)						Y		Y

Williamson County Road Bond Program
1809-259 Lakeline Blvd Right Turn Lanes
HNTB Bid Tabulation
October 24, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Patin Construction		Pro Dirt Services	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	101S-B	PREPARING RIGHT OF WAY	5.5	STA	$ 6,700.00	$ 36,850.00	$ 5,000.00	$ 27,500.00
2	111S-A	EXCAVATION	971	CY	$ 14.00	$ 13,594.00	$ 50.00	$ 48,550.00
3	132S-A	EMBANKMENT	2	CY	$ 300.00	$ 600.00	$ 100.00	$ 200.00
4	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B, PLAN QUANTITY	154	TON	$ 230.00	$ 35,420.00	$ 150.00	$ 23,100.00
5	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 3 INCHES, TYPE C, PLAN QUANTITY	49	TON	$ 310.00	$ 15,190.00	$ 280.00	$ 13,720.00
6	360S-AH	8 IN CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	174	SY	$ 95.00	$ 16,530.00	$ 120.00	$ 20,880.00
7	360S-B	MONOLITHIC CURB	33	LF	$ 25.00	$ 825.00	$ 20.00	$ 660.00
8	423 6004	RETAINING WALL (CONC BLOCK)	879	SF	$ 75.00	$ 65,925.00	$ 85.00	$ 74,715.00
9	430S-A	P.C. CONCRETE CURB AND GUTTER	278	LF	$ 35.00	$ 9,730.00	$ 35.00	$ 9,730.00
10	432S-5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	4382	SF	$ 8.00	$ 35,056.00	$ 6.00	$ 26,292.00
11	432S-5B	PROP TYPE 1B RAMP	3	EA	$ 3,000.00	$ 9,000.00	$ 2,500.00	$ 7,500.00
12	432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	75	LF	$ 200.00	$ 15,000.00	$ 120.00	$ 9,000.00
13	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	1	EA	$ 300.00	$ 300.00	$ 800.00	$ 800.00
14	508S-IG	INLET, GRATED, 5FT X 5 FT	1	EA	$ 6,500.00	$ 6,500.00	$ 15,000.00	$ 15,000.00
15	510-ASD	PIPE, 18 IN PVD DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	6	LF	$ 100.00	$ 600.00	$ 550.00	$ 3,300.00
16	551	PIPE UNDERDRAIN PVC, 6 IN	218	LF	$ 60.00	$ 13,080.00	$ 180.00	$ 39,240.00
17	591S-A2	DRY RIPRAP, ROUNDED RIVER ROCK 2"-6" DIA	0.5	SY	$ 500.00	$ 250.00	$ 1,000.00	$ 500.00
18	591S-F	CONCRETE RIPRAP, 6 IN.	25.2	SY	$ 72.00	$ 1,814.40	$ 300.00	$ 7,560.00
19	602S-A	BERMUDA BLOCK SODDING	356	SY	$ 10.00	$ 3,560.00	$ 9.00	$ 3,204.00
20	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	356	SY	$ 2.00	$ 712.00	$ 4.00	$ 1,424.00
21	608S-1	CONTAINERIZED 5 GAL, 18"HT x 18"SPR	50	EA	$ 50.00	$ 2,500.00	$ 50.00	$ 2,500.00
22	620 6007	ELEC CONDR (NO.8) BARE	985	LF	$ 2.00	$ 1,970.00	$ 2.00	$ 1,970.00
23	620 6008	ELEC CONDR (NO.8) INSULATED	720	LF	$ 2.10	$ 1,512.00	$ 2.00	$ 1,440.00
24	620 6009	ELEC CONDR (NO.6) BARE	720	LF	$ 2.10	$ 1,512.00	$ 2.00	$ 1,440.00
25	620 6010	ELEC CONDR (NO.6) INSULATED	2060	LF	$ 2.25	$ 4,635.00	$ 3.00	$ 6,180.00
26	628-WC01	OVERHEAD ELECTRICAL SERVICE-CITY STD. NO METER	1	EA	$ 5,750.00	$ 5,750.00	$ 5,500.00	$ 5,500.00
27	628S-D	FILTER CURB INLET PROTECTION (EXISTING INLET)	2	EA	$ 130.00	$ 260.00	$ 150.00	$ 300.00
28	642S	SILT FENCE FOR EROSION CONTROL	546	LF	$ 3.00	$ 1,638.00	$ 3.00	$ 1,638.00
29	660S	BIOFILTRATION MEDIA	47	CY	$ 600.00	$ 28,200.00	$ 55.00	$ 2,585.00
30	684 6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	579	LF	$ 2.50	$ 1,447.50	$ 3.00	$ 1,737.00
31	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	675	LF	$ 3.75	$ 2,531.25	$ 4.00	$ 2,700.00
32	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	525	LF	$ 6.25	$ 3,281.25	$ 6.00	$ 3,150.00
33	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1110	LF	$ 2.50	$ 2,775.00	$ 3.00	$ 3,330.00
34	688 6001	PED DETECT PUSH BUTTON (APS)	2	EA	$ 1,125.00	$ 2,250.00	$ 1,200.00	$ 2,400.00
35	700S-TM	TOTAL MOBILIZATION PAYMENT	1	LS	$ 35,000.00	$ 35,000.00	$ 50,000.00	$ 50,000.00
36	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2	MO	$ 1,100.00	$ 2,200.00	$ 5,000.00	$ 10,000.00

Williamson County Road Bond Program
1809-259 Lakeline Blvd Right Turn Lanes
HNTB Bid Tabulation
October 24, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Patin Construction		Pro Dirt Services	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	824S	TRAFFIC SIGNS	4	EA	$ 450.00	$ 1,800.00	$ 1,000.00	$ 4,000.00
38	831S 2	36 INCH DIAMETER TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS 10 FT DEPTH	1	EA	$ 12,500.00	$ 12,500.00	$ 13,000.00	$ 13,000.00
39	831S 5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	2	EA	$ 3,750.00	$ 7,500.00	$ 4,000.00	$ 8,000.00
40	832S VSM-3	VEHICULAR SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	7	EA	$ 1,062.50	$ 7,437.50	$ 1,000.00	$ 7,000.00
41	832S VSM-4	VEHICULAR SIGNAL INSTALLATION, 4 SECTION, COMPLETE IN PLACE	3	EA	$ 1,420.00	$ 4,260.00	$ 1,500.00	$ 4,500.00
42	834S 3	TYPE B PULL BOX	4	EA	$ 1,860.00	$ 7,440.00	$ 1,900.00	$ 7,600.00
43	834S 4	RING AND LID FOR USE WITH TYPE B PULL BOXES	4	EA	$ 490.00	$ 1,960.00	$ 500.00	$ 2,000.00
44	835S LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH IN DIAMETER	1145	LF	$ 3.75	$ 4,293.75	$ 4.00	$ 4,580.00
45	835S LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER	440	LF	$ 5.00	$ 2,200.00	$ 5.00	$ 2,200.00
46	838S PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	2	EA	$ 2,500.00	$ 5,000.00	$ 2,500.00	$ 5,000.00
47	838S PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	2	EA	$ 3,000.00	$ 6,000.00	$ 2,800.00	$ 5,600.00
48	839S MA50	50-FOOT MAST ARM	1	EA	$ 7,625.00	$ 7,625.00	$ 7,000.00	$ 7,000.00
49	839S MAP3	TYPE 3 MAST ARM POLE	1	EA	$ 7,750.00	$ 7,750.00	$ 7,000.00	$ 7,000.00
50	840S TSI	TRAFFIC SIGNAL INSTALLATION	1	EA	$ 16,250.00	$ 16,250.00	$ 16,000.00	$ 16,000.00
51	844S 2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	665	LF	$ 16.25	$ 10,806.25	$ 15.00	$ 9,975.00
52	844S 3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	225	LF	$ 30.00	$ 6,750.00	$ 28.00	$ 6,300.00
53	863S-2	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	11	EA	$ 15.00	$ 165.00	$ 12.00	$ 132.00
54	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 8 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN	207	LF	$ 4.40	$ 910.80	$ 2.00	$ 414.00
55	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 12 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN	106	LF	$ 15.65	$ 1,658.90	$ 6.00	$ 636.00
56	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 24 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN	36	LF	$ 31.90	$ 1,148.40	$ 12.00	$ 432.00
57	871S-B	REFLECTORIZED TYPE I PAVEMENT MARKINGS WORD (ONLY), 100 MILS IN THICKNESS, WHITE IN COLOR	4	EA	$ 350.00	$ 1,400.00	$ 250.00	$ 1,000.00
58	871S-C	REFLECTORIZED TYPE I PAVEMENT MARKINGS SHAPES (ARROW), 100 MILS IN THICKNESS, WHITE IN	2	EA	$ 290.00	$ 580.00	$ 350.00	$ 700.00
59	874S-A	ELIMINATE EXISTING PAVEMENT MARKINGS 12 INCHES IN WIDTH	88	LF	$ 4.50	$ 396.00	$ 6.00	$ 528.00
60	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES IN WIDTH, FOR	207	LF	$ 1.25	$ 258.75	$ 1.00	$ 207.00
61	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR	13	LF	$ 1.90	$ 24.70	$ 1.50	$ 19.50
62	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES IN WIDTH, FOR	36	LF	$ 2.50	$ 90.00	$ 1.50	$ 54.00
63	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR	93	LF	$ 3.15	$ 292.95	$ 1.50	$ 139.50
64	875S-B	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT	4	EA	$ 70.00	$ 280.00	$ 80.00	$ 320.00
65	875S-C	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT	2	EA	$ 95.00	$ 190.00	$ 80.00	$ 160.00
66	6002 6001	VIVDS PROCESSOR SYSTEM	1	EA	$ 8,125.00	$ 8,125.00	$ 7,500.00	$ 7,500.00

Williamson County Road Bond Program
1809-259 Lakeline Blvd Right Turn Lanes
HNTB Bid Tabulation
October 24, 2018

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Patin Construction		Pro Dirt Services	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
67	6002 6002	VIVDS CAMERA ASSEMBLY	4	EA	$ 3,125.00	$ 12,500.00	$ 3,500.00	$ 14,000.00
68	6002 6003	VIVDS SET-UP SYSTEM	1	EA	$ 550.00	$ 550.00	$ 500.00	$ 500.00
69	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	579	LF	$ 6.25	$ 3,618.75	$ 6.00	$ 3,474.00
70	WC9036-1	REMOVE POLE	1	EA	$ 1,375.00	$ 1,375.00	$ 1,100.00	$ 1,100.00
71	WC9036-2	REMOVE POLE FOUNDATION	1	EA	$ 2,190.00	$ 2,190.00	$ 2,500.00	$ 2,500.00
72	WC9036-3	REMOVE PED POLE FOUNDATION	1	EA	$ 625.00	$ 625.00	$ 1,000.00	$ 1,000.00
73	WC9037-1	RELOCATE ILLUMINATION POLE	1	EA	$ 3,875.00	$ 3,875.00	$ 4,500.00	$ 4,500.00
74	430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER	20	LF	$ 90.00	$ 1,800.00	$ 120.00	$ 2,400.00
75	504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER	4	EA	$ 5,000.00	$ 20,000.00	$ 1,000.00	$ 4,000.00
76	504S-3W	ADJUST WATER VALVE BOX RISER TO GRADE	1	EA	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
77	505S	ENCASEMENT PIPE, 4" DIAMETER, SDR-26	14	LF	$ 120.00	$ 1,680.00	$ 45.00	$ 630.00
78	505S-B	ENCASEMENT PIPE, 18" DIAMETER, 3/8" THICK STEEL, INCLUDING CASING SPACERS, END SEALS, AND WELDS TO CONSTRUCT CASING	18	LF	$ 300.00	$ 5,400.00	$ 350.00	$ 6,300.00
79	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	190	LF	$ 8.50	$ 1,615.00	$ 5.00	$ 950.00
80	510-AW1.5-PE	PIPE, 2" DIAMETER, PVC SCH 80 (All Depths), INCLUDES EXCAVATION AND BACKFILL, AND TRENCH REPAIR	164	LF	$ 90.00	$ 14,760.00	$ 65.00	$ 10,660.00
81	510-AW8-PVC	PIPE, 8" DIAMTER, PVC (All Depths), INCLUDES EXCAVATION AND BACKFILL AND TRENCH REPAIR	26	LF	$ 100.00	$ 2,600.00	$ 90.00	$ 2,340.00
82	510-BWW-2/1.5	CONNECTING NEW 2" SERVICE TO EXISTING 1.5" SERVICE, INCLUDES CONNECTIONS, CLEANOUT, VAULT LID, AND OTHER INCIDENTALS, COMPLETE IN PLACE	1	EA	$ 7,000.00	$ 7,000.00	$ 5,500.00	$ 5,500.00
83	510-KW	DUCTILE IRON FITTINGS	0.25	TON	$ 2,000.00	$ 500.00	$ 2,000.00	$ 500.00
84	511S-A2GV	VALVES, GATE 2"	1	EA	$ 1,500.00	$ 1,500.00	$ 2,250.00	$ 2,250.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

85	999-WC01	FORCE ACCOUNT	15,000	DOL	$1.00	$15,000.00	$1.00	$15,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 600,680.15**		**$ 629,846.00**
		ACTUAL BID PROPOSAL				$600,680.15		$629,846.00
		ADJUSTMENT DIFFERENCE				$0.00		$0.00
		Bid Bond				Y		Y
		Bid Affidavit				Y		Y
		Conflict of Interest Questionnaire				Y		N
		Bidder References (Minimum of Three)				Y		Y

Kimley»Horn

November 1, 2018

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

RE: *1809-259 Lakeline Boulevard Right Turn Lane*

Dear Judge Gattis:

Kimley-Horn has reviewed the bid tabulations submitted by MA Smith Contracting CO, Inc., Champion Site Prep, Inc., Patin Construction, LLC., and ProDirt Services, LLC., received on October 24, 2018. The total amount of bid shown on the bid forms are listed below.

MA Smith Contracting CO., Inc. - $567,792.55

Champion Site Prep, Inc. - $593,473.59

Patin Construction, LLC. - $600,680.15

ProDirt Services, LLC. - $629,846.00

While reviewing the bids tabs it was determined that the lowest bid submitted by MA Smith Contracting CO., Inc. appears to be complete and satisfactory.

Kimley-Horn recommends that Williamson County accept the bid and award MA Smith Contracting CO., Inc. the contract for $567,792.55 for the Lakeline Boulevard Right Turn Lane Project.

Please contact me at (512) 418-4507 or trey.neal@kimley-horn.com should you have any questions.

Sincerely,



Trey Neal, P.E.

Attachment: Bid Tabulation Comparison

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:
2018-419160

Date Filed:
10/25/2018

Date Acknowledged:

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

SMITH CONTRACTING CO INC
Austin, TX United States

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

WILLIAMSON COUNTY

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.

1809-259
Lakeline Blvd Right Turn Lanes

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 Hardin Cox II, and my date of birth is 9-11-68.

My address is 700 Timber Creek Cove, Round Rock, TX, 78665, USA.
(street) (city) (state) (zip code) (country)

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

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

Hardin Cox II VP
Signature of authorized agent of contracting business entity
(Declarant)

Bid Tabulation Packet
for
Solicitation 1809-259

Lakeline Blvd Right Turn Lane

Bid Designation: Public

Williamson County, Texas

Bid #1809-259 - Lakeline Blvd Right Turn Lane

Creation Date **Sep 11, 2018** End Date **Oct 24, 2018 3:30:00 PM CDT**
Start Date **Sep 25, 2018 11:24:33 AM CDT** Awarded Date **Not Yet Awarded**

1809-259--01-01 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
smith contracting	First Offer - $567,792.55	1 / each	$567,792.55		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Champion Site Prep	First Offer - $578,833.59	1 / each	$578,833.59		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Patin Construction LLC	First Offer - $600,680.15	1 / each	$600,680.15	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Pro Dirt Services **[Ad]**	First Offer - $629,846.00	1 / each	$629,846.00	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** 629846.00 **Supplier Notes:**			

1809-259--01-02 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Patin Construction LLC	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
smith contracting	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Pro Dirt Services **[Ad]**	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** 0 **Supplier Notes:**			
Champion Site Prep	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f smith contracting $567,792.55 (2/2 items)

Bid Contact **Hardin Camp II**
Hasmith923@gmail.com
Ph 512-990-7640

Address **15308 ginger**
austin, TX 78728

Agency Notes: **Supplier Notes:** **Head Attch:**

f Champion Site Prep $578,833.59 (2/2 items)

Bid Contact **Trey Tap**
trey@idigdirt.com
Ph 512-863-3453

Address **455 Hwy 195**
Georgetown, TX 78633

Agency Notes: **Supplier Notes:** **Head Attch:**

f Patin Construction LLC $600,680.15 (2/2 items)

Bid Contact	**Tim Patin** **tim@patincon.com** **Ph 512-269-**1071	Address	**3800 West 2nd Street** **Taylor, TX 76574**
Agency Notes:		**Supplier Notes:**	**Head Attch:**

f Pro Dirt Services **[Ad]** $629,846.00 (2/2 items)

Bid Contact	**Zachary Cason** **zach@prodirtservices.com** **Ph 512-913-**2553	Address	**106 Paul Azinger Dr** **ROUND ROCK, TX 78664**
Agency Notes:		**Supplier Notes:**	**Head Attch:**

**

smith contracting

Bid Contact **Hardin Camp II**
Hasmith923@gmail.com
Ph 512-990-7640

Address **15308 ginger**
austin, TX 78728

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1809-259--01-01	Total Bid Price	**Supplier Product Code:** **First Offer -**	$567,792.55	1 / each	**$567,792.55**		**Y**
1809-259--01-02	Please attach all documents to this line	**Supplier Product Code:** **First Offer -**		1 / each		**Y**	**Y**

Supplier Total **$567,792.55**

smith contracting

Item: **Please attach all documents to this line**

Attachments

Lakeline Blvd Bid Bond.pdf

1809-259-LakelineRightTurnLane·ConstructionManual·BidForm-Revised.xlsx

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Smith Contracting Co., Inc.

_____ of Austin, TX

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Williamson County, Texas Purchasing Department, 901 South Austin Avenue, Georgetown, TX 78626

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

_____ Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bid #1809-259-Lakeline Boulevard Right Turn Lane

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 24th day of October , 2018 .

Witness

Smith Contracting Co., Inc. (Seal)
Principal

Title

Canellia Doss
Witness

Liberty Mutual Insurance Company

By
Kenneth Nitsche Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8045799

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David Ferguson; Violet Frosch; Kenneth Nitsche; Robert James Nitsche; Robert K. Nitsche; Craig Parker; Nina Smith

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2018.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** MA Smith Contracting Co, Inc.

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	101S-B	PREPARING RIGHT OF WAY	5.5	STA	$ 8,000.00	$ 44,000.00
2	111S-A	EXCAVATION	971.0	CY	$ 50.00	$ 48,550.00
3	132S-A	EMBANKMENT	2.0	CY	$ 500.00	$ 1,000.00
4	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B, PLAN QUANTITY	154.0	TON	$ 150.00	$ 23,100.00
5	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 3 INCHES, TYPE C, PLAN QUANTITY	49.0	TON	$ 275.00	$ 13,475.00
6	360S-AH	8 IN CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	174.0	SY	$ 120.00	$ 20,880.00
7	360S-B	MONOLITHIC CURB	33.0	LF	$ 15.00	$ 495.00
8	423 6004	RETAINING WALL (CONC BLOCK)	879.0	SF	$ 60.00	$ 52,740.00
9	430S-A	P.C. CONCRETE CURB AND GUTTER	278.0	LF	$ 20.00	$ 5,560.00
10	432S-5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	4382.0	SF	$ 6.50	$ 28,483.00
11	432S-5B	PROP TYPE 1B RAMP	3.0	EA	$ 1,500.00	$ 4,500.00
12	432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	75.0	LF	$ 150.00	$ 11,250.00
13	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	1.0	EA	$ 500.00	$ 500.00
14	508S-IG	INLET, GRATED, 5FT X 5 FT	1.0	EA	$ 6,000.00	$ 6,000.00
15	510-ASD	PIPE, 18 IN PVD DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	6.0	LF	$ 150.00	$ 900.00
16	551	PIPE UNDERDRAIN PVC, 6 IN	218.0	LF	$ 30.00	$ 6,540.00
17	591S-A2	DRY RIPRAP, ROUNDED RIVER ROCK 2"-6" DIA	0.5	SY	$ 1,000.00	$ 500.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

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Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
18	591S-F	CONCRETE RIPRAP, 6 IN.	25.2	SY	$ 100.00	$ 2,520.00
19	602S-A	BERMUDA BLOCK SODDING	356.0	SY	$ 13.00	$ 4,628.00
20	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	356.0	SY	$ 2.50	$ 890.00
21	608S-1	CONTAINERIZED 5 GAL, 18"HT x 18"SPR	50.0	EA	$ 150.00	$ 7,500.00
22	620 6007	ELEC CONDR (NO.8) BARE	985.0	LF	$ 1.90	$ 1,871.50
23	620 6008	ELEC CONDR (NO.8) INSULATED	720.0	LF	$ 1.90	$ 1,368.00
24	620 6009	ELEC CONDR (NO.6) BARE	720.0	LF	$ 2.00	$ 1,440.00
25	620 6010	ELEC CONDR (NO.6) INSULATED	2060.0	LF	$ 2.00	$ 4,120.00
26	628-WC01	OVERHEAD ELECTRICAL SERVICE-CITY STD. NO METER	1.0	EA	$ 5,200.00	$ 5,200.00
27	628S-D	FILTER CURB INLET PROTECTION (EXISTING INLET)	2.0	EA	$ 90.00	$ 180.00
28	642S	SILT FENCE FOR EROSION CONTROL	546.0	LF	$ 2.25	$ 1,228.50
29	660S	BIOFILTRATION MEDIA	47.0	CY	$ 500.00	$ 23,500.00
30	684 6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	579.0	LF	$ 2.25	$ 1,302.75
31	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	675.0	LF	$ 3.50	$ 2,362.50
32	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	525.0	LF	$ 5.75	$ 3,018.75
33	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1110.0	LF	$ 2.25	$ 2,497.50
34	688 6001	PED DETECT PUSH BUTTON (APS)	2.0	EA	$ 1,100.00	$ 2,200.00

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
35	700S-TM	TOTAL MOBILIZATION PAYMENT	1.0	LS	$ 30,000.00	$ 30,000.00
36	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2.0	MO	$ 8,000.00	$ 16,000.00
37	824S	TRAFFIC SIGNS	4.0	EA	$ 500.00	$ 2,000.00
38	831S 2	36 INCH DIAMETER TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS 10 FT DEPTH	1.0	EA	$ 17,000.00	$ 17,000.00
39	831S 5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	2.0	EA	$ 8,500.00	$ 17,000.00
40	832S VSM-3	VEHICULAR SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	7.0	EA	$ 1,000.00	$ 7,000.00
41	832S VSM-4	VEHICULAR SIGNAL INSTALLATION, 4 SECTION, COMPLETE IN PLACE	3.0	EA	$ 1,300.00	$ 3,900.00
42	834S 3	TYPE B PULL BOX	4.0	EA	$ 1,700.00	$ 6,800.00
43	834S 4	RING AND LID FOR USE WITH TYPE B PULL BOXES	4.0	EA	$ 450.00	$ 1,800.00
44	835S LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH IN DIAMETER	1145.0	LF	$ 3.50	$ 4,007.50
45	835S LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER	440.0	LF	$ 4.50	$ 1,980.00
46	838S PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	2.0	EA	$ 2,300.00	$ 4,600.00
47	838S PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	2.0	EA	$ 2,700.00	$ 5,400.00
48	839S MA50	50-FOOT MAST ARM	1.0	EA	$ 7,400.00	$ 7,400.00
49	839S MAP3	TYPE 3 MAST ARM POLE	1.0	EA	$ 7,300.00	$ 7,300.00
50	840S TSI	TRAFFIC SIGNAL INSTALLATION	1.0	EA	$ 15,000.00	$ 15,000.00
51	844S 2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	665.0	LF	$ 15.00	$ 9,975.00

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
52	844S 3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	225.0	LF	$ 27.00	$ 6,075.00
53	863S-2	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	11.0	EA	$ 9.00	$ 99.00
54	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 8 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	207.0	LF	$ 3.50	$ 724.50
55	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 12 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	106.0	LF	$ 3.75	$ 397.50
56	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 24 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	36.0	LF	$ 7.50	$ 270.00
57	871S-B	REFLECTORIZED TYPE I PAVEMENT MARKINGS WORD (ONLY), 100 MILS IN THICKNESS, WHITE IN COLOR	4.0	EA	$ 200.00	$ 800.00
58	871S-C	REFLECTORIZED TYPE I PAVEMENT MARKINGS SHAPES (ARROW), 100 MILS IN THICKNESS, WHITE IN COLOR	2.0	EA	$ 150.00	$ 300.00
59	874S-A	ELIMINATE EXISTING PAVEMENT MARKINGS 12 INCHES IN WIDTH	88.0	LF	$ 6.00	$ 528.00
60	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	207.0	LF	$ 0.90	$ 186.30
61	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	13.0	LF	$ 1.25	$ 16.25
62	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	36.0	LF	$ 2.50	$ 90.00
63	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR CONCRETE SURFACE TYPE	93.0	LF	$ 3.00	$ 279.00
64	875S-B	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT SURFACE TYPE	4.0	EA	$ 25.00	$ 100.00
65	875S-C	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT SURFACE TYPE	2.0	EA	$ 35.00	$ 70.00
66	6002 6001	VIVDS PROCESSOR SYSTEM	1.0	EA	$ 8,000.00	$ 8,000.00
67	6002 6002	VIVDS CAMERA ASSEMBLY	4.0	EA	$ 3,000.00	$ 12,000.00
68	6002 6003	VIVDS SET-UP SYSTEM	1.0	EA	$ 500.00	$ 500.00

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
69	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	579.0	LF	$ 6.00	$ 3,474.00
70	WC9036-1	REMOVE POLE	1.0	EA	$ 1,300.00	$ 1,300.00
71	WC9036-2	REMOVE POLE FOUNDATION	1.0	EA	$ 2,000.00	$ 2,000.00
72	WC9036-3	REMOVE PED POLE FOUNDATION	1.0	EA	$ 600.00	$ 600.00
73	WC9037-1	RELOCATE ILLUMINATION POLE	1.0	EA	$ 3,500.00	$ 3,500.00
		WATER / WASTE WATER				
74	430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER	20.0	LF	$ 35.00	$ 700.00
75	504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER	4.0	EA	$ 300.00	$ 1,200.00
76	504S-3W	ADJUST WATER VALVE BOX RISER TO GRADE	1.0	EA	$ 500.00	$ 500.00
77	505S	ENCASEMENT PIPE, 4" DIAMETER, SDR-26	14.0	LF	$ 25.00	$ 350.00
78	505S-B	ENCASEMENT PIPE, 18" DIAMETER, 3/8" THICK STEEL, INCLUDING CASING SPACERS, END SEALS, AND WELDS TO CONSTRUCT CASING	18.0	LF	$ 125.00	$ 2,250.00
79	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	190.0	LF	$ 1.00	$ 190.00
80	510-AW1.5-PE	PIPE, 2" DIAMETER, PVC SCH 80 (All Depths), INCLUDES EXCAVATION AND BACKFILL, AND TRENCH REPAIR	164.0	LF	$ 20.00	$ 3,280.00
81	510-AW8-PVC	PIPE, 8" DIAMTER, PVC (All Depths), INCLUDES EXCAVATION AND BACKFILL AND TRENCH REPAIR	26.0	LF	$ 150.00	$ 3,900.00
82	510-BWW-2/1.5	CONNECTING NEW 2" SERVICE TO EXISTING 1.5" SERVICE, INCLUDES CONNECTIONS, CLEANOUT, VAULT LID, AND OTHER INCIDENTALS, COMPLETE IN PLACE	1.0	EA	$ 6,400.00	$ 6,400.00
83	510-KW	DUCTILE IRON FITTINGS	0.25	TON	$ 600.00	$ 150.00
84	511S-A2GV	VALVES, GATE 2"	1.0	EA	$ 1,100.00	$ 1,100.00

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
	999-WC01	FORCE ACCOUNT	15000	DOL	$ 1.00	$ 15,000.00

TOTAL AMOUNT OF BID

Hundred Sixty Seven Thousand Seven Hundred Ninety **Dollars and** Fifty Five **Cents** $ 567,792.55

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

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10	101S-B	PREPARING RIGHT OF WAY	5.5	STA		$ -
20	111S-A	EXCAVATION	971.0	CY		$ -
30	132S-A	EMBANKMENT	2.0	CY		$ -
40	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B, PLAN QUANTITY	154.0	TON		$ -
50	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 3 INCHES, TYPE C, PLAN QUANTITY	49.0	TON		$ -
60	360S-AH	8 IN CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	174.0	SY		$ -
70	360S-B	MONOLITHIC CURB	33.0	LF		$ -
80	423 6004	RETAINING WALL (CONC BLOCK)	879.0	SF		$ -
90	430S-A	P.C. CONCRETE CURB AND GUTTER	278.0	LF		$ -
100	432S-5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	4382.0	SF		$ -
110	432S-5B	PROP TYPE 1B RAMP	3.0	EA		$ -
120	432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	75.0	LF		$ -
130	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	1.0	EA		$ -
140	508S-IG	INLET, GRATED, 5FT X 5 FT	1.0	EA		$ -
150	510-ASD	PIPE, 18 IN PVD DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	6.0	LF		$ -
160	551	PIPE UNDERDRAIN PVC, 6 IN	218.0	LF		$ -
170	591S-A2	DRY RIPRAP, ROUNDED RIVER ROCK 2"-6" DIA	0.5	SY		$ -
180	591S-F	CONCRETE RIPRAP, 6 IN.	25.2	SY		$ -
190	602S-A	BERMUDA BLOCK SODDING	356.0	SY		$ -
200	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	356.0	SY		$ -
210	608S-1	CONTAINERIZED 5 GAL, 18"HT x 18"SPR	50.0	EA		$ -
220	620 6007	ELEC CONDR (NO.8) BARE	985.0	LF		$ -
230	620 6008	ELEC CONDR (NO.8) INSULATED	720.0	LF		$ -
240	620 6009	ELEC CONDR (NO.6) BARE	720.0	LF		$ -
250	620 6010	ELEC CONDR (NO.6) INSULATED	2060.0	LF		$ -
260	628-WC01	OVERHEAD ELECTRICAL SERVICE-CITY STD. NO METER	1.0	EA		$ -
270	628S-D	FILTER CURB INLET PROTECTION (EXISTING INLET)	2.0	EA		$ -
280	642S	SILT FENCE FOR EROSION CONTROL	546.0	LF		$ -
290	660S	BIOFILTRATION MEDIA	47.0	CY		$ -
300	684 6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	579.0	LF		$ -
310	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	675.0	LF		$ -
320	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	525.0	LF		$ -
330	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1110.0	LF		$ -
340	688 6001	PED DETECT PUSH BUTTON (APS)	2.0	EA		$ -
350	700S-TM	TOTAL MOBILIZATION PAYMENT	1.0	LS		$ -
360	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2.0	MO		$ -
370	824S	TRAFFIC SIGNS	4.0	EA		$ -
380	831S 2	36 INCH DIAMETER TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS 10 FT DEPTH	1.0	EA		$ -
390	831S 5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	2.0	EA		$ -
400	832S VSM-3	VEHICULAR SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	7.0	EA		$ -
410	832S VSM-4	VEHICULAR SIGNAL INSTALLATION, 4 SECTION, COMPLETE IN PLACE	3.0	EA		$ -
420	834S 3	TYPE B PULL BOX	4.0	EA		$ -

430	834S 4	RING AND LID FOR USE WITH TYPE B PULL BOXES	4.0	EA		$ -
440	835S LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH IN DIAMETER	1145.0	LF		$ -
450	835S LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER	440.0	LF		$ -
460	838S PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	2.0	EA		$ -
470	838S PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	2.0	EA		$ -
480	839S MA50	50-FOOT MAST ARM	1.0	EA		$ -
490	839S MAP3	TYPE 3 MAST ARM POLE	1.0	EA		$ -
500	840S TSI	TRAFFIC SIGNAL INSTALLATION	1.0	EA		$ -
510	844S 2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	665.0	LF		$ -
520	844S 3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	225.0	LF		$ -
530	863S-2	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	11.0	EA		$ -
540	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 8 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	207.0	LF		$ -
550	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 12 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	106.0	LF		$ -
560	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 24 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	36.0	LF		$ -
570	871S-B	REFLECTORIZED TYPE I PAVEMENT MARKINGS WORD (ONLY), 100 MILS IN THICKNESS, WHITE IN COLOR	4.0	EA		$ -
580	871S-C	REFLECTORIZED TYPE I PAVEMENT MARKINGS SHAPES (ARROW), 100 MILS IN THICKNESS, WHITE IN COLOR	2.0	EA		$ -
590	874S-A	ELIMINATE EXISTING PAVEMENT MARKINGS 12 INCHES IN WIDTH	88.0	LF		$ -
600	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	207.0	LF		$ -
610	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	13.0	LF		$ -
620	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	36.0	LF		$ -
630	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR CONCRETE SURFACE TYPE	93.0	LF		$ -
640	875S-B	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT SURFACE TYPE	4.0	EA		$ -
650	875S-C	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT SURFACE TYPE	2.0	EA		$ -
660	6002 6001	VIVDS PROCESSOR SYSTEM	1.0	EA		$ -
670	6002 6002	VIVDS CAMERA ASSEMBLY	4.0	EA		$ -
680	6002 6003	VIVDS SET-UP SYSTEM	1.0	EA		$ -
690	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	579.0	LF		$ -
700	WC9036-1	REMOVE POLE	1.0	EA		$ -
710	WC9036-2	REMOVE POLE FOUNDATION	1.0	EA		$ -
720	WC9036-3	REMOVE PED POLE FOUNDATION	1.0	EA		$ -
730	WC9037-1	RELOCATE ILLUMINATION POLE	1.0	EA		$ -
740	430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER	20.0	LF		$ -
750	504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER	4.0	EA		$ -
760	504S-3W	ADJUST WATER VALVE BOX RISER TO GRADE	1.0	EA		$ -
770	505S	ENCASEMENT PIPE, 4" DIAMETER, SDR-26	14.0	LF		$ -
780	505S-B	ENCASEMENT PIPE, 18" DIAMETER, 3/8" THICK STEEL, INCLUDING CASING SPACERS, END SEALS, AND WELDS TO CONSTRUCT CASING	18.0	LF		$ -
790	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	190.0	LF		$ -
800	510-AW1.5-PE	PIPE, 2" DIAMETER, PVC SCH 80 (All Depths), INCLUDES EXCAVATION AND BACKFILL, AND TRENCH REPAIR	164.0	LF		$ -
810	510-AW8-PVC	PIPE, 8" DIAMTER, PVC (All Depths), INCLUDES EXCAVATION AND BACKFILL AND TRENCH REPAIR	26.0	LF		$ -
820	510-BWW-2/1.5	CONNECTING NEW 2" SERVICE TO EXISTING 1.5" SERVICE, INCLUDES CONNECTIONS, CLEANOUT, VAULT LID, AND OTHER INCIDENTALS, COMPLETE IN PLACE	1.0	EA		$ -
830	510-KW	DUCTILE IRON FITTINGS	0.25	TON		$ -
840	511S-A2GV	VALVES, GATE 2"	1.0	EA		$ -

850	999-WC01	FORCE ACCOUNT	15000	DOL	$ 1.00	$ 15,000.00

Supplier: **smith contracting**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-259
Lakeline Blvd Right Turn Lane

BIDS MUST BE RECEIVED ON OR BEFORE:
Oct 24, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Oct 24, 2018 3:30:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Supplier: **smith contracting**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **City of Cedar Park**
Location: **Cedar Park, TX**

Contact Name: **Alan Green**
Title: **City Engineer**

Phone: **512-401-5000**
E-mail

Contract Date To: **Jan 2016**
Contract Date From: **JUNE 2015**
Contract Value: $ **2,203,499.56**

Scope of Work:
road and bridge widening, intersection improvement and all associated

Reference 2

Client Name: **Williamson County**
Location: **Libery Hill**

Contact Name: **Williamson County Purchasing**
Title: **purchasing dept**

Phone: **512-943-3553**
E-mail

Contract Date To: **07/31/14**
Contract Date From: **05/06/14**
Contract Value: $ **532,242.89**

Scope of Work:
Street reconstruction; curb and gutter; striping

Reference 3

Client Name: Location:
City of Round Rock Round Rock, TX

Contact Name: Title:
Bill Stablein Project Manager

Phone: E-mail
512-218-3237

Contract Date To: Contract Date From: Contract Value: $
11/21/13 06/17/13 1,662,439.17

Scope of Work:
Road rehabilitation; storm drainage lines; extensive concrete to include curb, gutters and driveways.

Supplier: **smith contracting**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

MA Smith Contracting Co Inc

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☑ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Travis Ragland — Signature of vendor doing business with the governmental entity

10/24/18 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **smith contracting**

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	**MA Smith Contracting Co Inc**
Address of Bidder:	**15308 Ginger St, Austin, TX 78728**
Email:	**travisragland@smithcontinc.com**
Telephone:	**512-990-7640**
Printed Name of Person Submitting Affidavit:	**Travis Ragland**
Signature of Person Submitting Affidavit:	**Travis Ragland**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Travis Ragland**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Travis Ragland**, (*Name of Signer*) am a duly authorized officer of/agent for **MA Smith Contracting Co., Inc.** (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **MA Smith Contracting Co., Inc**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Travis Ragland**
on this the **24**day of **October**, 20**2018**.

Misty Roberts
Notary Public in and for

The State of **Texas**

The County of **Travis**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Champion Site Prep

Bid Contact **Trey Tap**
trey@idigdirt.com
Ph 512-863-3453

Address **455 Hwy 195**
Georgetown, TX 78633

Item #	Line Item	Notes		Unit Price	Qty/Unit		Attch.	Docs
1809-259--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -**	$578,833.59	1 / each	**$578,833.59**		**Y**
1809-259--01-02	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**		1 / each		**Y**	**Y**

Supplier Total **$578,833.59**

Champion Site Prep

Item: **Please attach all documents to this line**

Attachments

Combined documents.pdf

Supplier Response Form

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	Champion Site Prep Inc.
Address of Bidder:	190 Private Road 919
Email:	trey@idigdirt.com
Telephone:	512 863 3453
Printed Name of Person Submitting Affidavit:	TREY TAPARAUSKAS
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 Trey Taparauskas (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Trey Taparauskas, (*Name of Signer*) am a duly authorized officer of/agent for Champion Site Prep (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said Champion Site Prep (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named Trey Taparauskas on this the 24 day of October, 2018.

Christy K. Hamman
Notary Public in and for

CHRISTY K. HAMMAN
My Notary ID # 10451708
Expires February 26, 2020

The State of TX

The County of Wilson

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.
By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **regina@idigdirt.com**
Password [ ] *

Save | Take Exception | Close

* Required fields

BID BOND
(Percentage)

Bond Number: Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, That we Champion Site Prep, Inc. of Georgetown, Texas, hereinafter referred to as the Principal, and Continental Casualty Company, as Surety, are held and firmly bound unto Williamson County of Georgetown, Texas, hereinafter referred to as the Obligee, in the sum of (5 %) percent of the greatest amount bid not to exceed TWENTY-EIGHT THOUSAND NINE HUNDRED TWENTY-FIVE Dollars ($ 28,925), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Lakeline Boulevard Right Turn Lane.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 24th day of October, 2018.

Champion Site Prep, Inc.
(Principal)

By _____ (Seal)

Continental Casualty Company
(Surety)

By _____ (Seal)
April Terbay
Attorney-in-Fact

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. Bid Bond .

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

Form F6944-6-2018

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Form F8277-6-2018

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Patrick Watkins, James Siddons, Sheila Noxon, April Terbay, Individually

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 14th day of August, 2017.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 14th day of August, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of October, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

CHAMPION SITE PREP

WE'LL MOVE THE EARTH FOR YOU



SITE DEVELOPMENT • MASS EXCAVATION

DETENTION PONDS

IN BUSINESS SINCE 1985

SUPERIOR CUSTOMER SERVICE

EMPLOYEE-OWNED COMPANY

HEALTHCARE • OFFICE BUILDINGS

EDUCATION • MUNICIPIAL

LATE-MODEL CATERPILLAR AND KOMATSU HEAVY EQUIPMENT

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Supplier Response Form

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

T. [signature] — Signature of vendor doing business with the governmental entity

10-24-18 — Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

NO CONFLICT OF INTEREST

CNASURETY

14100 San Pedro Ave., Suite 206, San Antonio, Texas 78232

Nathan J. Badding
Director
Telephone: (210) 403-5238
Nathan.badding@cnasurety.com

July 13, 2018

RE: Champion Site Prep, Inc. – Surety Qualification Letter

To Whom it May Concern:

We are pleased to share with you our experience as surety for Champion Site Prep, Inc. We thoroughly vetted and began supporting Champion Site Prep, Inc. in 2015 and we find them to be a leader in their industry. They are capably managed, well equipped and properly capitalized. We have supported Champion Site Prep, Inc. on all bonds requested to date. Champion Site Prep, Inc. has an approved contract bond line of authority in place that covers single projects up to $6,000,000 and aggregate work programs of $35,000,000. If requested, we would favorably consider projects and programs outside of those parameters.

Consistently, Champion Site Prep, Inc. has satisfied all underwriting requirements since its bonding relationship with CNA Surety began. We are very confident in Champion Site Prep, Inc.'s ability to perform successfully on any project they pursue, and highly recommend them for your favorable consideration. This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence with this firm. Any specific request for bonds will be underwritten and considered on its own merits.

CNA Surety's writing company, Continental Casualty Company, is rated by A.M. Best as an "A" in Financial Strength, and an "XV" in Financial Size Category ($2 Billion). Please do not hesitate to contact me if further information is needed in regards to Champion Site Prep, Inc.

Sincerely,

Nathan J. Badding
CNASURETY

RBank

July 30, 2018

Re: Champion Site Prep, Inc.

To Whom It May Concern:

Champion Site Prep, Inc. is a customer of R Bank and currently maintains depository accounts that average in the mid 7-figure amounts. All deposit account transactions have been managed in a satisfactory manner.

R Bank has three (2) equipment term loans with Champion Site Prep, Inc. with an aggregate balance in the mid 6-figure amount. These loans have been managed according to terms in a satisfactory manner.

R Bank has extended a mid 7-figure revolving line of credit to Champion Site Prep, Inc. Presently, the availability under the line is a mid 7-figure. All transactions on the line have been managed according to terms in a satisfactory manner.

We consider Champion Site Prep, Inc. a very valued customer. Should you have any questions, please give me a call at (512) 600-8105.

Very truly yours,

J. Hollis Bone
EVP/Banking Center President
R Bank
(512) 600-8105

CHAMPION SITE PREP

EQUIPMENT LIST -

Current EQUIPMENT LIST 2018- Color Highlited - Copy

	CSP Unit #	Equipment ID	JD LINK	Serial #	Year	DESCRIPTION	OWNED/ LEASED	HRS/Milage 5/18/2018
1	AT-03	TA 25		A8471049	2004	Terex TA 25	Owned	12843
2	AT-04	TA 25		A8471048	2004	Terex TA 25	Owned	12387
3	BD-3	D6MVL		3WN02563	2001	Cat D6MVL Dozer -	Owned	19596
4	BD-4	D65EX-12		60984	1999	Komatsu Dozer	Owned	6396
5	BD-5	D5N		VAKD00548	2004	Cat D5N	Owned	16890
6	BD-7	750J		1T0750JXLBD208943	2011	John Deere 750J w/ GPSTC-01 Rip#H15244	Owned	11680
7	BD-8	850K		1T0850KXHBE214272	2012	John Deere 850K w/ripper GPS GEO2	Owned	10924
8	BD-9	850K		1T0850KXTBE207214	2012	John Deere 850K w/ripper GPSGEO1	Owned	9302
9	BD-10	850K		1T0850KXPEE267693	2014	John Deere 850K w/GPSTC-02	Owned	6067
10	BD-11	850K		1T0850KXADE250608	2013	John Deere 850K w/ripper	Owned	7574
11	BD-12	850K		1T0850KXCEE256609	2014	John Deere 850K w/ripper	Owned	7495
12	BD-13	850K		1T0850KXCFF277293	2016	John Deere 850K w/ripper	Owned	5089
13	BD-14	D8T		0FMC00364		Caterpillar D8T w/ripper	Owned	
14	BD-15	850K		1T0850KXPFF284179		John Deere 850K w/ripper	Owned	
15	BH-3	416C		4ZN07914	1998	Caterpillar 416C Backhoe w/ Hammer	Owned	1995
16	BH-5	416E		G4D06929	2006	Caterpillar 416E Backhoe Loader	Owned	11127
17	BH-8	416D		BFP16091	2005	Caterpillar 416D Backhoe w/ Hammer	Owned	12365
18	BH-9	310J		1T0310JXPBD212895	2012	J.D 310J Backhoe w/attatchments	Owned	4320
19	BH-10	310SK		1T0310SKJDE241218	2013	J.D. 310SK Backhoe	Owned	3986
20	BH-11	310SK		1T0310JKVDE241979	2013	J.D. 310SK Backhoe	Owned	3456
21	BH-12	416F SX		0HWB00436	2015	Caterpillar 416F SX Backhoe Loader	Owned	1960
22	BH-14	416F SX		0HWB00437	2015	Caterpillar 416F SX Backhoe Loader	Owned	2976
23	BH-15	310J		1TO310JXPBD202884	2012	John Deere 310J Backhoe	Owned	4932
24	BH-16	416F		0416FTKSF00950	2013	Cat 416F Backhoe Loader	Owned	2012
25	BH-17	416F		0416FHKSF00409	2017	Cat 416F Backhoe Loader	Owned	1372
26	BH3HMR	TRAMAK		90249	2001	Tramak Model 150	Owned	
27	BH8HMR					AU62812 HGA022486R HAMMER	Owned	
28	BH11HMR	Tramac		AC4500841	2014	Tramac SC 42 Backhoe Hammer	Owned	
29	BH15HMR	TNB-6E		3500025	2015	Striker TNB-6E 1500lb Class Hammer	Owned	
30	CP-2	815F2		0BYN00910	2012	Caterpillar 815F2	Owned	4888
31	DDR-01	CB24		CAT0CB24K24002510	2013	Cat CB24 48" Double Drum	Owned	796
32	MG-2	140G#2		5MD3346	1995	Caterpillar 140G Motor Grader	Owned	27558
33	MG-3	140H		2ZK1466	1996	Caterpillar 14OH Motor Grader	Owned	0
34	MG-4	140H		2ZK05185	2001	Caterpillar 14OH Motor Grader	Owned	24857
35	MG-5	140H		2ZK05430	2003	Caterpillar 14OH Motor Grader	Owned	23338
36	MG-6	140H		2ZK05092	2001	Caterpillar 14OH Motor Grader	Owned	21676
37	MG-9	772G		1DW772GPLDE651306	2013	Deere 772G Motor Grader w/GPSTC-03	Owned	8416
38	MG-10	772G		1DW772GPTDE653661	2013	Deere 772G Motor Grader	Owned	6421
39	MIX-01	MPH364R-2		901B23001748		Bomag MPH364R-2 Mixer	Owned	1092
40	MM-01	972G		4WW00385	1999	Cat 972G w/Iron Wolf HDK10007225	Owned	13622/28748
41	MM-02	966G		3SW00657	2000	Cat 966G w/Iron Wolf HDK10007224	Owned	4942/15693
42	MM-03	966F		4YG00436	1991	Cat 966F w/Iron Wolf 1040K550415	Owned	9024/16357
43	PDF-1	BOMAG BW211D-3		101580371185	2000	84" Bomag Padfoot	Owned	5719
44	PDF-3	BOMAG BW213PDH-40		901582571128	2009	BW213PDH-40 84" Padfoot	Owned	3814
45	PDF-4	BOMAG BW213PDH-40		901582571301	2014	BW213PDH-40 84" Padfoot	Owned	2219
46	PR-01	HYPAC CS560B		201530601594	2005	25T Pnuematic Roller	Owned	10244
47	SCR-01	623K		0WTB00206	2016	623K Scraper	Owned	2477
48	SCR-02	623K		0WTB00140	2015	623K Scraper	Owned	3846
49	SCR-03	627H		DBW00191	2012	627H Scraper	Owned	3510
50	SCR-04	627H		DBW00193	2012	627H Scraper	Owned	3376
	SCR-05	613C		8LJ28274	2005	613C Scraper	Owned	
51	SDR-3	CA251-D		58312910	1996	84" Dynapac	Owned	75
52	SDR-6	BOMAG BW211D-3		901580861079	2004	84" Bomag	Owned	8854
53	SDR-7	BOMAG BW211D-3		901580-861228	2005	84" Bomag	Owned	8899
54	SDR-10	563E		OCNG01504	2006	Cat 563	Owned	1493
55	SDR-11	BOMAG 211D		901583251875	2012	84" Bomag BW-211D	Owned	3724
56	SDR-12	BOMAG 213DH		901582561142	2011	84" Bomag BW-213DH	Owned	4528
57	SDR-13	BOMAG 213DH		901582561239	2013	84" Bomag BW-213DH-40	Owned	3319
58	SDR-14	BOMAG 213DH		901582561253	2014	84" Bomag BW-213DH-40	Owned	277
59	SDR-15	Volvo SD100D		198492	2008	84" Volvo SD100D	Owned	1764
60	SDR-16	CS56B		L8H00509	2013	Cat CS56B Roller	Owned	2495
61	SDR-17	CS56B		L8H00424	2013	Cat CS56B Roller	Owned	2517
62	SKID 1	Skid Steer Ldr		HEN 02685	2005	Cat 236B	Owned	6158
63	SKID 2	Skid Steer Ldr		K5FZ08529	1999	Cat 226	Owned	11986
64	SKID 4	JD 326E		1T0326EJPDJ249584	2013	JD 326E Skid Steer	Owned	3893
65	SKID 5	262D		0DTB03416	2015	Caterpillar 262D Skidsteer	Owned	2406
66	SKID 6	262D		0DTB03463	2015	Caterpillar 262D Skidsteer	Owned	3325
67	SKID-7	289D		TAW04342	2016	Caterpillar 289D	Owned	2986
68	SKID-8	289D		TAW05756	2016	Caterpillar 289D	Owned	2212
69	SKID-9	299 XHP		0DX202874	2018	Caterpillar 299 XHP	Owned	388
70	SKID-10	289D		TAW10547	2018	Caterpillar 289D	Owned	3
71	SKID-11	289D		TAW10530	2018	Caterpillar 289D	Owned	3
72	SKID-12	289D		TAW10507	2018	Caterpillar 289D	Owned	3
	SKID-13	S70		A3W615943	2012	Bobcat S70	Owned	1150
73	SKDHMR-01	HD3700		G0417	2017	Hurricane HD 3700 Skid Attch Breaker	Owned	
74	BRM-1	Cat S BP118C		0FX800619	2015	Cat S BP118C Skid Broom Attachment	Owned	
75	FRK-01					FORKS FOR Mini WL/SKID Attachment	Owned	
76	TH-5	PC228		50669A	2012	Komatsu PC228 w / Hammer	Owned	8649
77	TH-6	PC228USLC-10		1782	2015	Komastu PC228USLC-10	Owned	4065
78	TH-7	290GLC		1FF290GXPCE705384	2012	John Deere 290GLC	Owned	4766
79	TH-8	PC228USLC-10		2561	2016	Komastu PC228USLC-10	Owned	1938
80	TH2HMR	RAMMER		AB0742		E-68	Owned	
81	TH5HMR	RAMMER		104007		E-68	Owned	
82	TH8HMR	NPK GH-10		114584		NPK GH-10 TH Hammer	Owned	
83	TL-4	963C		BBD01372	2005	963C-Cat Track Loader	Owned	20361
84	TL-7	963C		BBD2348	2005	963C-Cat Track Loader	Owned	17983
85	TL-8	963D		LCS010018	2009	Cat 963D	Owned	12809
86	TL-9	963C		2DS01168	2001	Cat 963C	Owned	14489
87	TL-10	963C		BBD03040	2007	963C-Cat Track Loader	Owned	12205
88	TL-11	973D		OLCP00294	2013	973D Cat Track Loader	Owned	8465
89	TL-12	963D		OLCS02465	2015	Caterpillar 963D Track Loader	Owned	5703
90	TL-13	973D		LCP00390	2015	Caterpillar 973D Track Loader	Owned	4921
91	TL-14	973D		LCP00418	2015	Caterpillar 973D Track Loader	Owned	3385
92	TR-01	RT820		764401654		Wacker RT 820 Trench Roller	Owned	11
93	TR-02	RT820		COS004		Wacker RT 820 Trench Roller	Owned	2412
94	WL-5	WA250#5		A73072	2003	Komatsu/WA 250 Wheel Loader	Owned	18316
95	WL-6	WA250#6		A73357	2004	Komatsu/WA 250 Wheel Loader	Owned	20431
96	WL-9	930G		TWR1055	2005	Cat 930G	Owned	16539

97	**WL-10**	930G		TWR1084	2005	Cat 930G	Owned	10483
98	**WL-11**	WA250-6		76211	2011	Komatsu/WA 250 Wheel Loader w/FRKS	Owned	
99	**WL-12**	WA250#6		76373	2012	Komatsu/WA 250 Wheel Loader	Owned	8342
100	**WL-13**	WA 320-7		80277	2014	Komatsu/WA 320-7 Wheel Loader	Owned	4126
101	**WL-14**	WA320		80280	2014	Komatsu/WA320	Owned	4185
102	**WL-15**	950M		EMB01233	2016	Cat 950M Wheel Loader	Owned	3487
103	**WL-16**	WA320-8		85589	2018	Komatsu WA320-8	Owned	4
104	**WL-17**	WA320-8		85581	2018	Komatsu WA320-8	Owned	
105	**WT-3**	WT #3		23658	1989	Ford Water Truck #3	Owned	3630
106	**WT-4**	WT #4		1FDXF80C2SVA52740	1995	Ford Water Truck #4	Owned	3573
107	**WT-6**	WT #6		3FDNF654XYMA01664	2000	Ford F650 Water Truck #6	Owned	4405
108	**WT-7**	WT #7		3FDNF65AX3MB00757	2002	Ford F650 Water Truck #7	Owned	3739
109	**WT-8**	WT #8		3FDPF7563YMA37552	2000	Ford F750 Water Truck #8	Owned	8125
110	**WT-9**	WT #9		3FDNF65A53MB01217	2002	Ford F750 Water Truck #9	Owned	3934
111	**WT-10**	WT #10		1FUWJFAA0WH885501	1998	Freightliner Water Truck #10	Owned	33429
112	**WT-13**	WT #13		1FTYS95L1RVA38812	1994	Ford TK L-9000 Aeromax Water Truck #13	Owned	2057
113	**WT-14**	WT #14		1FTYR82E7RVA37871	1994	Ford L-8000 Water Truck #14	Owned	5956
114	**WT-15**	WT #15		1FDPF80C3SVA06382	1995	Ford F800 Water Truck #15	Owned	2038
115	**WT-16**	WT #16		1HTSCAAN41H339365	2001	International 4700 Water Truck #16	Owned	3545
116	**WT-17**	WT #17		1HTSCAAN6WH543396	1998	International 4700 Water Truck #17	Owned	3425
117	**WT-18**	WT #18		1RFUWHJBA7YHH24811	2000	Freightliner FL70 Water Truck #18	Owned	1838
118	**WT-19**	WT #19		1HTSDAAN2WH567546	1998	International 4900 Water Truck #19	Owned	2051
119	**WT-20**	WT #20		1HTSDAAN2SH206795	1995	International 430 Water Truck #20	Owned	170396
	WT-21	WT-21		1FV6HJAA81HG68512	2001	Freightliner	Owned	
	WT-22	WT#22		1HTMMAANXCH587600	2011	Ledwell LW2000 WT w/Sparger Bar	Owned	
	WT-23	WT#23		1HTMMAANXCJ562222	2011	Ledwell LW2000 WT w/Sparger Bar	Owned	
	WW-01	VOLVO A30D		73310		Volvo A30D 6K GL Water Tank	Owned	
	WW-02	VOLVO A25D		724299		Volvo A25D 6K GL Water Tank	Owned	
120	**PWT-01**	Water Tower		YBW12040855	2004	Yentes 12K Gal Portable Water Tower	Owned	
121	**PWT-02**	Water Tower		1K9TC39155K144505	2005	Klein 12K Gal Portable Water Tower SER#5K47878	Owned	
122	**ST-1**	Service Truck		1FDAF57P55EB65597	2005	Ford F450 4x4	Owned	328865
123	**ST-2**	Service Truck		1FTWX32F12EB73816	2002	Ford F350	Owned	462552
124	**ST-3**	Service Truck		1GBE5C1256F405855	2006	Chevy C5 C5500	Owned	218188
125	**ST-4**	Service Truck		1HTMMAAM77H415408	2007	SERVICE	Owned	391671
126	**ST-5**	Service Truck		1FDA156P56ED65219	2006	F550 W/STELLAR 6620 CRANE/COMPRESSOR	Owned	243849
127	**FT-1**	LUBE		1HSZAGTR7JH559367	1988	INTERNATIONAL TRUCK -	Owned	496123
128	**FT-2**	LUBE		1FVACXAK73HK85391	2003	FREIGHLINER TRUCK - Todd	Owned	597112
129	**FT-3**	LUBE		3BPNHD7X7WF471551	1998	PETERBILT TRUCK - Rob	Owned	470458
130	**FT-4**	Service Truck		1GDM7H1C62J501360	2001	GMC 7500 Lube Service Truck - Scott	Owned	162047
131	**FT-5**	FUEL/LUBE		1NPALT9XX1D555490	2001	PETERBILT W/MCCLEL -Danny	Owned	7212
132	**SURV-08**	SURVEY ROBOT		RS1EC27817	2013	Trimble Robotic Station W/Kelly	Owned	
133	**SURV-10**	SURVEY ROBOT		3710123/RS30C66232	2015	Trimble Robotic Station W/Chris	Owned	
134	**SURV-11**	SURVEY ROBOT		37011094	2016	Trimble Robotic S5 W/Accessories **CV29**	Owned	
135	**SURV-12**	R10 GPS		5702470267	2017	TRIMBLE R10 GPS W/Kelly CV-41	Owned	
136	**SURV-13**	R10 GPS		5702470298	2017	TRIMBLE R10 GPS W/Ron CV-42	owned	
137	**GPSTC01**	TopCon 9000S		373-1943, 537-0109	2012	GX-60 - #1943, MCR3 - #0109, MC2 attached to **Office**	Owned	
138	**GPSTC02**	TopCon 9000S		1205-12482, 534-1741, 821-13582	2013	Base - #, Rover - #, FC-500 - #, GX-60 - #2482, MCR3 - #1741, MC2 Sensor - #3582 attached to **BD-10**	Owned	
139	**GPSTC03**	TopCon 9000S		1120-10425, 1120-110431, 134036, 11077-11451	2014	Base - #0425, Rover - #0431, FC-500 - #4036, GX-60 - #1451 attached to **MG-9**	Owned	
140	**GPSTC04**	TopCon 9000S		736-10426, 736-10417, N13813, 1077-10316, 534-1019, 821-11415	2014	Base - #0426, Rover - #0417, FC-250 - #3813, GX-60 - #0316, MCR3 - #1019, MC2 Sensor - #1415 attached to **BD-8**	Owned	
141	**GPSTS01**	Tesla Hyper V		1120-11488, 149031		Tesla Rover & Data Collector in **Survey Kelly**	Owned	
142	**SLPLSR1**	Futura Slope Laser		CSP# (0310-5P6574, 000181, 000182, 000183)		Topcon LS-70B, Futura LT-610 Slope Laser, MCR2E Propor Laser Rcvr w/Tripod and Mount at Office	Owned	
143	**SURV**	Remote Wire Feeder		92WA03881				
144	**CV-13**	CHEVY		1GCEC14W2YE115845	2000	Chevrolet 1500 - Encinal	Owned	
145	**CV-24**	CHEVY		1GBHC23U47F135224	2007	CC25943 - Yard	Owned	392232
146	**CV-26**	CHEVY		2GCEC13C371521138	2007	1500 - Yard	Owned	275261
147	**CV-28**	FORD		1FBSS31L11HA84771	2001	E-350 Van - Yard	Owned	196568
148	**CV-29**	CHEVY		1GCNCPEX8BZ450814	2011	SILVERADO 1500 - Luther	Owned	278317
149	**CV-30**	FORD		1FTEX1CM7BFC90551	2011	F150 -	Owned	135986
150	**CV-31**	FORD		1FTVX1CTXBKE07053	2011	F150 - Shop	Owned	198757
151	**CV-33**	FORD		1FTEX1CM3DFB36860	2013	F150 - Mark Lambert	Owned	153173
152	**CV-34**	FORD		1FTEX1CM6DKF94741	2013	F150 - Mark Buentello	Owned	170938
153	**CV-36**	CHEVY		1GC1KVEG5FF155327	2015	2500 - Trey	Owned	90251
154	**CV-38**	FORD		1FTEX1CM7DFA90174	2013	F150 W/Topper -	Owned	173732
155	**CV-39**	CHEVY		1GC1CVCG2DF226707	2013	C-2500 CREW CAB -Sal Survey	Owned	137713
156	**CV-40**	CHEVY		1GC1CUEG9GF235710	2016	SILVERADO Crew Cab 2500 Harley	Owned	99363
157	**CV-41**	CHEVY		1GC1CUEG8GF273896	2016	SILVERADO Crew Cab 2500 Santiago Buen	Owned	76368
158	**CV-42**	CHEVY		1GC1CUEG4GF275113	2016	SILVERADO Crew Cab 2500 Ron Survey	Owned	69277
159	**CV-43**	CHEVY		1GC1CUEG0GF287243	2016	SILVERADO Crew Cab 2500 Will L	Owned	36207
160	**CV-44**	CHEVY		1GC1CUEG2GF284392	2016	SIILVERADO Crew Cab 2500 Travis C.	Owned	37703
161	**CV-45**	CHEVY		1GC1CUEG1GF264411	2016	SILVERADO Crew Cab 2500 Joe H.	Owned	49583
162	**CV-46**	CHEVY		1GC1CUEG7GF234622	2016	SILVERADO Crew Cab 2500 Cody C.	Owned	50493
163	**CV-47**	CHEVY		3GCPCREC0HG393552	2017	CHEVY 1500 CREW CAB Josh Weber	Owned	18263
164	**CV-48**	CHEVY		1GC1CUEG1HF134467	2017	SILVERADO CREW CAB 2500 Brandon	Owned	46983
165	**CV-49**	CHEVY		1GC1CUEG4JF132833	2018	SILVERADO CREW CAB 2500 Clayton C.	Owned	13691
166	**CV-50**	CHEVY		1GCGTEEN6J1155574	2018	COLORADO ZR2 4WD Jonson S.	Owned	6624
167	**CV-51**	CHEVY		1GC1CUEGXJF170924	2018	SILVERADO CREW CAB 2500 Kelly	Owned	10684
168	**CV-52**	GMC		1GTR1TE01BZ106549	2011	SIERRA XCAB 1500 Francisco	Owned	
169	**CV-53**	CHEVY		1GC1KUEG2FF622987	2015	SILVERADO CREW 2500 John Blackwood	Owned	
170	**CV-54**	CHEVY		1GC1CUEG7FF123812	2015	SILVERADO CREW 2500 Chris Broadway	Owned	
171	**CV-55**	CHEVY		1GC1KUEG6FF177668	2015	SILVERADO CREW 2500Darrn Schneider	Owned	
172	**CV-56**	CHEVY		1GC2KUEG7FZ558142	2015	SILVERADO CREW 2500 Danny Chandler	Owned	
173	**CV-57**	CHEVY		1GC1CREG1KF124901	2019	SILVERADO CREW 2500 Chad Simpson	Owned	23
174	**CV-58**	CHEVY		1GC1CREG9KF125312	2019	SILVERADO CREW 2500 Tim Griffin	Owned	22
175	**CV-59**	CHEVY		1GC1CREG0KF126218	2019	SILVERADO CREW 2500 Russell Hill	Owned	25
176	**CV-60**	CHEVY		1GC1CREG5KF127106	2019	SILVERADO CREW 2500 Anthony Sorace	Owned	
	CV-61	CHEVY		1GC1CREGOKF119947	2019	SILVERADO CREW 2500 - Charlie Mayer	Owned	
177	**1301**	MACK CH613		1M1AA18Y6YW128933	2000	END DUMP	Owned	781141
178	**1303**	MACK CH613		1M1AA13YOXW116718	1999	END DUMP	Owned	137797
179	**1306**	MACK CXU613		1M1AW09Y1CM018788	2012	END DUMP	Owned	470428

180	**1307**	MACK CHU613		1M1AN07Y5DM014492	2013	END DUMP	Owned	228828
181	**1308**	MACK CHU613		1M1AN07Y3DM014992	2013	END DUMP	Owned	297740
182	**1313**	MACK CH613		1M1AA14YXYW126088	2000	END DUMP	Owned	176338
183	**1316**	PETER 378		1XPFDB9X77D685772	2007	END DUMP	Owned	602067
184	**1317**	PETER 378		1XPFDB9X97D685773	2007	END DUMP	Owned	577412
185	**1318**	PETER 378		1XPFDB9X07D685774	2007	END DUMP	Owned	671817
186	**1319**	PETER 378		1XPFDB9X27D685775	2007	END DUMP	Owned	609060
187	**1326**	MACK CHU613		1M1AN09Y9CM010473	2012	END DUMP	Owned	446655
188	**1328**	PETER 365		1XPSDX9X19D773571	2009	END DUMP	Owned	303183
189	**1340**	PETER 579		1XPBD49X0ED231130	2014	END DUMP	Owned	238817
190	**1341**	PETER 579		1XPBD49X2ED231131	2014	END DUMP	Owned	221910
191	**1342**	PETER 579		1XPBD49X4ED231132	2014	END DUMP	Owned	208272
192	**1345**	PETER 579		1XPBD49X6ED231133	2014	END DUMP	Owned	215877
193	**1346**	PETER 579		1XPBD49X8ED231134	2014	END DUMP	Owned	220401
194	**1347**	PETER 579		1XPBD49XXED231135	2014	END DUMP	Owned	211998
195	**1389**	MACK CHU613		1M1AN09Y4CM010476	2012	END DUMP	Owned	439061
196	**HT-2**	PETER 378		1XPFDBEX37D685807	2007	HAUL	Owned	36782
197	**HT-3**	PETER 388		1XPWP4EX0CD143920	2012	HAUL TRUCK	Owned	463343
198		MACK		1M2AX04CXDM015572	2013	GU713 QUAD AXLE	Owned	
199		MACK		1M2AX04C6DM015570	2013	GU713 QUAD AXLE	Owned	
200		MACK		1M2AX04C0DM015581	2013	GU713 QUAD AXLE	Owned	
201	**T-04**	Powerwasher		5VNBU0818HT178429	2017	5X8 Flatbed Utility Black Powerwasher	Owned	
202	**T-06**	MAGNUM		1V5BB2227K1110944	1989	Gooseneck	Owned	
203	**T-07**	CAND UTILITY		5V2BU1622FT142380	2015	BLACK 16FT FLATBED	Owned	
204	**T-08**	Rand		5VNBU18257T052719	2007	BLACK Utility Trailer (Previous TAP01)	Owned	Prev TAP-01
205	**T-09**	Homemade		57YJTP	2015	Black Heated Power Washer Mounted	Owned	10/1/2017 buy
206	**T-12**	Rawhide		GRST-16-2497	1988	Red Horse - Tool/Supply Storage	Owned	
207	**T-1205**	END DUMP		4Z4515420XPOO1713	1999	END DUMP	Owned	
208	**T-1206**	END DUMP		4Z45154201POO3663	2001	END DUMP	Owned	
209	**T-1207**	END DUMP		4Z4515524XPOO1891	1999	END DUMP	Owned	
210	**T-1301**	END DUMP		5MC5154275P005562	2005	END DUMP	Owned	
211	**T-1302**	TRAIL KING		1TKFT34214MO15516	2004	TRAIL KING	Owned	
212	**T-1303**	END DUMP		5MC5154265P005567	2005	END DUMP	Owned	
213	**T-1304**	END DUMP		5MC51542X5P005569	2005	END DUMP	Owned	
214	**T-1312**	1/2 ROUND		1C93432254S770667	2004	1/2 ROUND	Owned	
215	**T-1313**	1/2 ROUND		1C9342225ES770501	2005	1/2 ROUND	Owned	
216	**T-1315**	1/2 ROUND		1C93432226S770547	2006	1/2 ROUND	Owned	
217	**T-1316**	1/2 ROUND		5TU3432286S000593	2006	1/2 ROUND	Owned	
218	**T-1317**	1/2 ROUND		5TU3434207S000196	2007	1/2 ROUND	Owned	
219	**T-1318**	1/2 ROUND		5TU34342378000144	2007	1/2 ROUND	Owned	
220	**T-1319**	1/2 ROUND		5TU3432266S000592	2006	1/2 ROUND	Owned	
221	**T-1320**	1/2 ROUND		4X45154242P003747	2002	1/2 ROUND	Owned	
222	**T-1321**	CTSI HRD32		5TU343220DS000651	2013	CTSI HRD32	Owned	
223	**T-1322**	CTSI HRD32		5TU343222DS000652	2013	CTSI HRD32	Owned	
224	**T-1323**	CTS HR		1C93434265S770238	2005	CTS HR	Owned	
225	**T-1324**	CTS HR		5MC5154247P007871	2007	CTS HR	Owned	
226	**T-HT-1**	50 TON		4SODK4836X1000443	1999	50 TON	Owned	
227	**T-HT-3**	FLIP AXLE		1TKJ054366B025528	2006	FLIP AXLE	Owned	
228	**T-HT-3**	ATTACH		1TKS005126B025529	2006	ATTACH	Owned	
229	**T-HT-4**	TRLBOSS		4S0DK483XD1003356	2013	TRLBOSS	Owned	
230	**T-HT-5**	TRLBOSS		4S0DK4837F1003527	2015	TRLBOSS	Owned	
231	**AIR**	COMP AIR		709140069		INGERSOLL RAND COMPRESSOR		
232	**CPL**	Compactor Plate						
233	**CSA-01**	Chain Saw		Stihl MS260 - #563163		Stihl Chain Saw		
234	**CSA-02**	Stihl MS250-Z		509272808		18" Chain Saw W/Case	9/22/2017	
235	**CSA-03**	Stihl MS 461 25"		180258322		25" Chain Saw W/Case	5/3/2018	
236	**LIFT**	AUTO CRANE		4004EH-0106-026		AUTO CRANE		
237	**MEAS**	300 FT Tape				Tape Measure		
238	**MEAS**	25 FT Tap				Tape Measure		
239	**MEAS**	Measure Wheel				Measure Wheel		
240	**PFP**	Backflow Preventer		RPZ 2"Backflow Preventer - #		RPZ		
241	**POWR**	STRING TRIMMER		ATN 2141637		STRING TRIMMER		
242	**PUMP**	2: PUMP		60703554		HONDA GX BLACK		
243	**PUMP**	2" PUMP		5547313		YELLOW WACKER		
244	**PUMP**	2" PUMP				MQ ORANGE		
245	**PUMP**	2" PUMP				HONDA BLACK/RED		
246	**PW**	PRESSURE WASH		PORTABLE GAS PW		LED		
247	**QSA**	Quickie Saw		179852165		Stihl Quickie Saw		
248	**QSA -04**	Stihl TS420		179804807		14" Demo Saw Gas	TX1st 7/31/2017	Converted XR
249	**QSA-03**	Stihl TS420		180457886		14" Demo Saw Gas	WRI 7/7/17	
250	**QSA-05**	Stihl TS420		182656943		14" Demo Saw Gas	Purchased 11/30/2017 from W	
251	**QSA-2**	Stihl TS 420		182335-865		Quickie Saw		
252	**SAW**	CHAINSAW		2815028		CHAIN SAW		
253	**SAW**	CHOP SAW		375		DEWALT CHOP SAW		
254	**SAW**	CHAINSAW		30030086817		STIHL CHAIN SAW		
255	**SB**	SAND BLASTER		40LB CAPACITY		CENTRAL PNEUMATIC		
256	**SH**	SHOP HEATER		MODEL 310		ALKOTA		
257	**SHOP**	BATTERY CHRGR				DIE HARD BATTERY CHARGER		
258	**SHOP**	BATTERY CHRGR				EVERSTART 200 BATTERY CHARGER		
259	**SHOP**	DRILL PRESS		3949		DRILL PRESS		
260	**SHOP**	PARTS WASHER				PARTS WASHER		
261	**SHOP**	FAN		PORTABLE COOLING FAN		PORTACOOL		
262	**SHOP**	DRILL PRESS		036503 W6092		DRILL PRESS		
263	**SHOP**	GRINDER		6" BENCH GRINDER		CENTRAL MACHINERY		
264	**WELD**	WELDING FAB		90WS06422		HOBART FABRICATOR		
265	**WELD**	WELDING MACH		LJ010313Q		MILLER WELDING MACHINE		
	EQUIPMENT SOLD @ AUCTION 9/29/2017							
	PDF-2	IR SD-100		152437	1998	84" Ingersoll Rand	Owned	7127

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, Ste. 100 Austin TX 78759	CONTACT NAME: Genaro Vazquez PHONE (A/C, No, Ext): 512-452-8877 FAX (A/C, No): 512-452-0999 E-MAIL ADDRESS: gvazquez@watkinsinsurancegroup.com
INSURED CHAMP-5 Champion Site Prep, Inc. 455 State Hwy 195 Ste A Georgetown TX 78633	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Mutual Insurance Company — 22945 INSURER B : Westchester Fire Ins. Co. — INSURER C : United Fire Group — 13021 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1519467738 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC OTHER:			85320423	4/1/2018	4/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			85320423	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			85320423	4/1/2018	4/1/2019	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001266664	4/1/2018	4/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Contractors Pollution Liability Contractors Equipment			G46620574 002 85320423	4/1/2018 4/1/2018	4/1/2019 4/1/2019	Each Claim/Aggregate Limit/Deductible	2000000/2000000 $11,005,000/$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: For Bidding Purposes

CERTIFICATE HOLDER

Champion Site Prep, Inc.
455 State Hwy 195 Ste A
Georgetown TX 78633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick L. Watkins

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WILLIAMSON COUNTY, TEXAS

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Fax: (512) 863-3463
www.idigdirt.com

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	101S-B	PREPARING RIGHT OF WAY	5.5	STA	9,501.82	$52,257.01
2	111S-A	EXCAVATION	971.0	CY	34.13	$33,140.23
3	132S-A	EMBANKMENT	2.0	CY	6,608.76	$13,217.52
4	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B, PLAN QUANTITY	154.0	TON	146.83	$22,611.82
5	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 3 INCHES, TYPE C, PLAN QUANTITY	49.0	TON	297.29	$14,567.21
6	360S-AH	8 IN CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	174.0	SY	88.20	$15,346.80
7	360S-B	MONOLITHIC CURB	33.0	LF	7.20	$237.60
8	423 6004	RETAINING WALL (CONC BLOCK)	879.0	SF	55.58	$48,854.82
9	430S-A	P.C. CONCRETE CURB AND GUTTER	278.0	LF	51.11	$14,208.58
10	432S-5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	4382.0	SF	5.88	$25,766.16
11	432S-5B	PROP TYPE 1B RAMP	3.0	EA	1,176.00	$3,528.00
12	432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	75.0	LF	180.00	$13,500.00
13	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	1.0	EA	1,200.00	$1,200.00
14	508S-IG	INLET, GRATED, 5FT X 5 FT	1.0	EA	14,400.00	$14,400.00
15	510-ASD	PIPE, 18 IN PVD DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	6.0	LF	168.00	$1,008.00
16	551	PIPE UNDERDRAIN PVC, 6 IN	218.0	LF	84.00	$18,312.00
17	591S-A2	DRY RIPRAP, ROUNDED RIVER ROCK 2"-6" DIA	0.5	SY	720.00	$720.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
18	591S-F	CONCRETE RIPRAP, 6 IN.	25.2	SY	144.00	$ 3,628.80
19	602S-A	BERMUDA BLOCK SODDING	356.0	SY	8.82	$ 3,139.92
20	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	356.0	SY	2.53	$ 900.68
21	608S-1	CONTAINERIZED 5 GAL, 18"HT x 18"SPR	50.0	EA	420.00	$ 21,000.00
22	620 6007	ELEC CONDR (NO.8) BARE	985.0	LF	1.92	$ 1,891.20
23	620 6008	ELEC CONDR (NO.8) INSULATED	720.0	LF	2.04	$ 1,468.80
24	620 6009	ELEC CONDR (NO.6) BARE	720.0	LF	2.04	$ 1,468.80
25	620 6010	ELEC CONDR (NO.6) INSULATED	2060.0	LF	2.16	$ 4,449.60
26	628-WC01	OVERHEAD ELECTRICAL SERVICE-CITY STD. NO METER	1.0	EA	5,520.00	$ 5,520.00
27	628S-D	FILTER CURB INLET PROTECTION (EXISTING INLET)	2.0	EA	90.00	$ 180.00
28	642S	SILT FENCE FOR EROSION CONTROL	546.0	LF	2.22	$ 1,212.12
29	660S	BIOFILTRATION MEDIA	47.0	CY	169.20	$ 7,952.40
30	684 6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	579.0	LF	2.40	$ 1,389.60
31	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	675.0	LF	3.60	$ 2,430.00
32	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	525.0	LF	6.00	$ 3,150.00
33	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1110.0	LF	2.40	$ 2,664.00
34	688 6001	PED DETECT PUSH BUTTON (APS)	2.0	EA	1,080.00	$ 2,160.00

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BidSync

Williamson County, Texas

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PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:**

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
35	700S-TM	TOTAL MOBILIZATION PAYMENT	1.0	LS	28,874.46	$ 28,874.46
36	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2.0	MO	4,095.60	$ 8,191.20
37	824S	TRAFFIC SIGNS	4.0	EA	780.00	$ 3,120.00
38	831S 2	36 INCH DIAMETER TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS 10 FT DEPTH	1.0	EA	12,000.00	$ 12,000.00
39	831S 5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	2.0	EA	3,600.00	$ 7,200.00
40	832S VSM-3	VEHICULAR SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	7.0	EA	1,020.00	$ 7,140.00
41	832S VSM-4	VEHICULAR SIGNAL INSTALLATION, 4 SECTION, COMPLETE IN PLACE	3.0	EA	1,359.60	$ 4,078.80
42	834S 3	TYPE B PULL BOX	4.0	EA	1,784.40	$ 7,137.60
43	834S 4	RING AND LID FOR USE WITH TYPE B PULL BOXES	4.0	EA	470.40	$ 1,881.60
44	835S LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH IN DIAMETER	1145.0	LF	3.60	$ 4,122.00
45	835S LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER	440.0	LF	4.80	$ 2,112.00
46	838S PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	2.0	EA	2,400.00	$ 4,800.00
47	838S PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	2.0	EA	2,880.00	$ 5,760.00
48	839S MA50	50-FOOT MAST ARM	1.0	EA	7,320.00	$ 7,320.00
49	839S MAP3	TYPE 3 MAST ARM POLE	1.0	EA	7,440.00	$ 7,440.00
50	840S TSI	TRAFFIC SIGNAL INSTALLATION	1.0	EA	15,600.00	$ 15,600.00
51	844S 2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	665.0	LF	15.60	$ 10,374.00

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Georgetown, TX 78626
Tel: (512) 863-3453
Fax: (512) 863-3463
www.idigdirt.com

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
52	844S 3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	225.0	LF	28.80	$ 6,480.00
53	863S-2	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	11.0	EA	8.40	$ 92.40
54	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 8 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	207.0	LF	2.70	$ 558.90
55	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 12 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	106.0	LF	4.06	$ 430.36
56	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 24 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	36.0	LF	8.11	$ 291.96
57	871S-B	REFLECTORIZED TYPE I PAVEMENT MARKINGS WORD (ONLY), 100 MILS IN THICKNESS, WHITE IN COLOR	4.0	EA	210.00	$ 840.00
58	871S-C	REFLECTORIZED TYPE I PAVEMENT MARKINGS SHAPES (ARROW), 100 MILS IN THICKNESS, WHITE IN COLOR	2.0	EA	150.00	$ 300.00
59	874S-A	ELIMINATE EXISTING PAVEMENT MARKINGS 12 INCHES IN WIDTH	88.0	LF	6.70	$ 589.60
60	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	207.0	LF	1.20	$ 248.40
61	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	13.0	LF	1.20	$ 15.60
62	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	36.0	LF	1.20	$ 43.20
63	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR CONCRETE SURFACE TYPE	93.0	LF	1.20	$ 111.60
64	875S-B	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT SURFACE TYPE	4.0	EA	24.00	$ 96.00
65	875S-C	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT SURFACE TYPE	2.0	EA	24.00	$ 48.00
66	6002 6001	VIVDS PROCESSOR SYSTEM	1.0	EA	7,800.00	$ 7,800.00
67	6002 6002	VIVDS CAMERA ASSEMBLY	4.0	EA	3,000.00	$ 12,000.00
68	6002 6003	VIVDS SET-UP SYSTEM	1.0	EA	525.60	$ 525.60

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

CHAMPION SITE PREP, INC.
WE'LL MOVE THE EARTH FOR YOU
190 Private Road 917
Georgetown, TX 78626
Tel: (512) 863-3453
Fax: (512) 863-3463
www.idigdirt.com

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
69	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	579.0	LF	6.00	$ 3,474.00
70	WC9036-1	REMOVE POLE	1.0	EA	1,320.00	$ 1,320.00
71	WC9036-2	REMOVE POLE FOUNDATION	1.0	EA	2,100.00	$ 2,100.00
72	WC9036-3	REMOVE PED POLE FOUNDATION	1.0	EA	600.00	$ 600.00
73	WC9037-1	RELOCATE ILLUMINATION POLE	1.0	EA	3,720.00	$ 3,720.00
		WATER / WASTE WATER				
74	430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER	20.0	LF	60.00	$ 1,200.00
75	504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER	4.0	EA	1,200.00	$ 4,800.00
76	504S-3W	ADJUST WATER VALVE BOX RISER TO GRADE	1.0	EA	1,200.00	$ 1,200.00
77	505S	ENCASEMENT PIPE, 4" DIAMETER, SDR-26	14.0	LF	60.00	$ 840.00
78	505S-B	ENCASEMENT PIPE, 18" DIAMETER, 3/8" THICK STEEL, INCLUDING CASING SPACERS, END SEALS, AND WELDS TO CONSTRUCT CASING	18.0	LF	240.00	$ 4,320.00
79	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	190.0	LF	3.60	$ 684.00
80	510-AW1.5-PE	PIPE, 2" DIAMETER, PVC SCH 80 (All Depths), INCLUDES EXCAVATION AND BACKFILL, AND TRENCH REPAIR	164.0	LF	133.56	$ 21,903.84
81	510-AW8-PVC	PIPE, 8" DIAMTER, PVC (All Depths), INCLUDES EXCAVATION AND BACKFILL AND TRENCH REPAIR	26.0	LF	186.00	$ 4,836.00
82	510-BWW-2/1.5	CONNECTING NEW 2" SERVICE TO EXISTING 1.5" SERVICE, INCLUDES CONNECTIONS, CLEANOUT, VAULT LID, AND OTHER INCIDENTALS, COMPLETE IN PLACE	1.0	EA	1,200.00	$ 1,200.00
83	510-KW	DUCTILE IRON FITTINGS	0.25	TON	4,200.00	$ 1,050.00
84	511S-A2GV	VALVES, GATE 2"	1.0	EA	480.00	$ 480.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

CHAMPION SITE PREP, INC.
WE'LL MOVE THE EARTH FOR YOU
190 Private Road 917
Georgetown, TX 78626
Tel: (512) 863-3453
Fax: (512) 863-3463
www.idigdirt.com

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
	999-WC01	FORCE ACCOUNT	15000	DOL	$ 1.00	$ 15,000.00

TOTAL AMOUNT OF BID

Five hundred Seventy-eight thousand eight hundred and thirty three **Dollars and** Fifty nine **Cents** $ 15,000.00

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

[1]Refer to the Technical Specifications section for a description of the specific reference number

CHAMPION SITE PREP, INC.
WE'LL MOVE THE EARTH FOR YOU
190 Private Road 917
Georgetown, TX 78626
Tel: (512) 863-3453
Fax: (512) 863-3463
www.idigdirt.com

Supplier Response Form

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:	Location:
Williamson County - WILCO EXPO RV	Taylor

Contact Name:	Title:
Randy Bell	Wilco Parks Senior Director

Phone:	E-mail
512 943 1922	randybell@wilco.org

Contract Date To:	Contract Date From:	Contract Value: $
October 2018	April 2018	1,864,000

Scope of Work:
clearing/grubbing, excavation, asphalt paving, electrical, water line, storm drain, signage & striping, curb & gutter

Reference 2

Client Name:	Location:
Flintco - WILCO EXPO	Taylor

Contact Name:	Title:
Daivd Freisner	Project Manager, Flintco (GC)

Phone:	E-mail
512 891 7224	

Contract Date To:	Contract Date From:	Contract Value: $
9/23/16	12/10/15	1,123,902

Scope of Work:
clearing/grubbing, excavation, asphalt paving, building pad, curb & gutter, fencing, landscaping, water line, electrical, storm drain

Reference 3

Client Name:	Location:
PCCI - CITY OF GT - GAREY PARK	Georgetown

Contact Name:	Title:
Drew Botkin	Vice President, PCCI (GC)

Phone:	E-mail
512 244 7799	drew@pcclusa.com

Contract Date To:	Contract Date From:	Contract Value: $
6/23/18	4/12/17	2,222,817

Scope of Work:

Asphalt paving, excavation, clearing/grubbing, striping, storm drainage

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.
By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **regina@idigdirt.com**
Password [ ] *

Save [Take Exception] [Close]

* Required fields

Supplier: **Champion Site Prep**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-259
Lakeline Blvd Right Turn Lane

BIDS MUST BE RECEIVED ON OR BEFORE:
Oct 24, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Oct 24, 2018 3:30:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Supplier: **Champion Site Prep**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Supplier: **Champion Site Prep**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Champion Site Prep**

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.

Patin Construction LLC

Bid Contact **Tim Patin**
tim@patincon.com
Ph 512-269-1071

Address **3800 West 2nd Street**
Taylor, TX 76574

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1809-259--01-01	Total Bid Price	**Supplier Product Code:**	**First Offer -** $600,680.15	1 / each	**$600,680.15**	**Y**	**Y**
1809-259--01-02	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each			**Y**

Supplier Total **$600,680.15**

Patin Construction LLC

Item: **Total Bid Price**

Attachments

1809-259-LakelineRightTurnLane·ConstructionManual·BidForm-Revised.xlsx

BID BOND.pdf

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** PATIN CONSTRUCTION LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	101S-B	PREPARING RIGHT OF WAY	5.5	STA	$ 6,700.00	$ 36,850.00
2	111S-A	EXCAVATION	971.0	CY	$ 14.00	$ 13,594.00
3	132S-A	EMBANKMENT	2.0	CY	$ 300.00	$ 600.00
4	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B, PLAN QUANTITY	154.0	TON	$ 230.00	$ 35,420.00
5	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 3 INCHES, TYPE C, PLAN QUANTITY	49.0	TON	$ 310.00	$ 15,190.00
6	360S-AH	8 IN CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	174.0	SY	$ 95.00	$ 16,530.00
7	360S-B	MONOLITHIC CURB	33.0	LF	$ 25.00	$ 825.00
8	423 6004	RETAINING WALL (CONC BLOCK)	879.0	SF	$ 75.00	$ 65,925.00
9	430S-A	P.C. CONCRETE CURB AND GUTTER	278.0	LF	$ 35.00	$ 9,730.00
10	432S-5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	4382.0	SF	$ 8.00	$ 35,056.00
11	432S-5B	PROP TYPE 1B RAMP	3.0	EA	$ 3,000.00	$ 9,000.00
12	432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	75.0	LF	$ 200.00	$ 15,000.00
13	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	1.0	EA	$ 300.00	$ 300.00
14	508S-IG	INLET, GRATED, 5FT X 5 FT	1.0	EA	$ 6,500.00	$ 6,500.00
15	510-ASD	PIPE, 18 IN PVD DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	6.0	LF	$ 100.00	$ 600.00
16	551	PIPE UNDERDRAIN PVC, 6 IN	218.0	LF	$ 60.00	$ 13,080.00
17	591S-A2	DRY RIPRAP, ROUNDED RIVER ROCK 2"-6" DIA	0.5	SY	$ 500.00	$ 250.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** PATIN CONSTRUCTION LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
18	591S-F	CONCRETE RIPRAP, 6 IN.	25.2	SY	$ 72.00	$ 1,814.40
19	602S-A	BERMUDA BLOCK SODDING	356.0	SY	$ 10.00	$ 3,560.00
20	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	356.0	SY	$ 2.00	$ 712.00
21	608S-1	CONTAINERIZED 5 GAL, 18"HT x 18"SPR	50.0	EA	$ 50.00	$ 2,500.00
22	620 6007	ELEC CONDR (NO.8) BARE	985.0	LF	$ 2.00	$ 1,970.00
23	620 6008	ELEC CONDR (NO.8) INSULATED	720.0	LF	$ 2.10	$ 1,512.00
24	620 6009	ELEC CONDR (NO.6) BARE	720.0	LF	$ 2.10	$ 1,512.00
25	620 6010	ELEC CONDR (NO.6) INSULATED	2060.0	LF	$ 2.25	$ 4,635.00
26	628-WC01	OVERHEAD ELECTRICAL SERVICE-CITY STD. NO METER	1.0	EA	$ 5,750.00	$ 5,750.00
27	628S-D	FILTER CURB INLET PROTECTION (EXISTING INLET)	2.0	EA	$ 130.00	$ 260.00
28	642S	SILT FENCE FOR EROSION CONTROL	546.0	LF	$ 3.00	$ 1,638.00
29	660S	BIOFILTRATION MEDIA	47.0	CY	$ 600.00	$ 28,200.00
30	684 6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	579.0	LF	$ 2.50	$ 1,447.50
31	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	675.0	LF	$ 3.75	$ 2,531.25
32	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	525.0	LF	$ 6.25	$ 3,281.25
33	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1110.0	LF	$ 2.50	$ 2,775.00
34	688 6001	PED DETECT PUSH BUTTON (APS)	2.0	EA	$ 1,125.00	$ 2,250.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** PATIN CONSTRUCTION LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
35	700S-TM	TOTAL MOBILIZATION PAYMENT	1.0	LS	$ 35,000.00	$ 35,000.00
36	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2.0	MO	$ 1,100.00	$ 2,200.00
37	824S	TRAFFIC SIGNS	4.0	EA	$ 450.00	$ 1,800.00
38	831S 2	36 INCH DIAMETER TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS 10 FT DEPTH	1.0	EA	$ 12,500.00	$ 12,500.00
39	831S 5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	2.0	EA	$ 3,750.00	$ 7,500.00
40	832S VSM-3	VEHICULAR SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	7.0	EA	$ 1,062.50	$ 7,437.50
41	832S VSM-4	VEHICULAR SIGNAL INSTALLATION, 4 SECTION, COMPLETE IN PLACE	3.0	EA	$ 1,420.00	$ 4,260.00
42	834S 3	TYPE B PULL BOX	4.0	EA	$ 1,860.00	$ 7,440.00
43	834S 4	RING AND LID FOR USE WITH TYPE B PULL BOXES	4.0	EA	$ 490.00	$ 1,960.00
44	835S LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH IN DIAMETER	1145.0	LF	$ 3.75	$ 4,293.75
45	835S LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER	440.0	LF	$ 5.00	$ 2,200.00
46	838S PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	2.0	EA	$ 2,500.00	$ 5,000.00
47	838S PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	2.0	EA	$ 3,000.00	$ 6,000.00
48	839S MA50	50-FOOT MAST ARM	1.0	EA	$ 7,625.00	$ 7,625.00
49	839S MAP3	TYPE 3 MAST ARM POLE	1.0	EA	$ 7,750.00	$ 7,750.00
50	840S TSI	TRAFFIC SIGNAL INSTALLATION	1.0	EA	$ 16,250.00	$ 16,250.00
51	844S 2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	665.0	LF	$ 16.25	$ 10,806.25

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** PATIN CONSTRUCTION LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
52	844S 3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	225.0	LF	$ 30.00	$ 6,750.00
53	863S-2	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	11.0	EA	$ 15.00	$ 165.00
54	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 8 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	207.0	LF	$ 4.40	$ 910.80
55	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 12 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	106.0	LF	$ 15.65	$ 1,658.90
56	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 24 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	36.0	LF	$ 31.90	$ 1,148.40
57	871S-B	REFLECTORIZED TYPE I PAVEMENT MARKINGS WORD (ONLY), 100 MILS IN THICKNESS, WHITE IN COLOR	4.0	EA	$ 350.00	$ 1,400.00
58	871S-C	REFLECTORIZED TYPE I PAVEMENT MARKINGS SHAPES (ARROW), 100 MILS IN THICKNESS, WHITE IN COLOR	2.0	EA	$ 290.00	$ 580.00
59	874S-A	ELIMINATE EXISTING PAVEMENT MARKINGS 12 INCHES IN WIDTH	88.0	LF	$ 4.50	$ 396.00
60	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	207.0	LF	$ 1.25	$ 258.75
61	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	13.0	LF	$ 1.90	$ 24.70
62	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	36.0	LF	$ 2.50	$ 90.00
63	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR CONCRETE SURFACE TYPE	93.0	LF	$ 3.15	$ 292.95
64	875S-B	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT SURFACE TYPE	4.0	EA	$ 70.00	$ 280.00
65	875S-C	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT SURFACE TYPE	2.0	EA	$ 95.00	$ 190.00
66	6002 6001	VIVDS PROCESSOR SYSTEM	1.0	EA	$ 8,125.00	$ 8,125.00
67	6002 6002	VIVDS CAMERA ASSEMBLY	4.0	EA	$ 3,125.00	$ 12,500.00
68	6002 6003	VIVDS SET-UP SYSTEM	1.0	EA	$ 550.00	$ 550.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** PATIN CONSTRUCTION LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
69	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	579.0	LF	$ 6.25	$ 3,618.75
70	WC9036-1	REMOVE POLE	1.0	EA	$ 1,375.00	$ 1,375.00
71	WC9036-2	REMOVE POLE FOUNDATION	1.0	EA	$ 2,190.00	$ 2,190.00
72	WC9036-3	REMOVE PED POLE FOUNDATION	1.0	EA	$ 625.00	$ 625.00
73	WC9037-1	RELOCATE ILLUMINATION POLE	1.0	EA	$ 3,875.00	$ 3,875.00
		WATER / WASTE WATER				
74	430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER	20.0	LF	$ 90.00	$ 1,800.00
75	504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER	4.0	EA	$ 5,000.00	$ 20,000.00
76	504S-3W	ADJUST WATER VALVE BOX RISER TO GRADE	1.0	EA	$ 1,000.00	$ 1,000.00
77	505S	ENCASEMENT PIPE, 4" DIAMETER, SDR-26	14.0	LF	$ 120.00	$ 1,680.00
78	505S-B	ENCASEMENT PIPE, 18" DIAMETER, 3/8" THICK STEEL, INCLUDING CASING SPACERS, END SEALS, AND WELDS TO CONSTRUCT CASING	18.0	LF	$ 300.00	$ 5,400.00
79	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	190.0	LF	$ 8.50	$ 1,615.00
80	510-AW1.5-PE	PIPE, 2" DIAMETER, PVC SCH 80 (All Depths), INCLUDES EXCAVATION AND BACKFILL, AND TRENCH REPAIR	164.0	LF	$ 90.00	$ 14,760.00
81	510-AW8-PVC	PIPE, 8" DIAMTER, PVC (All Depths), INCLUDES EXCAVATION AND BACKFILL AND TRENCH REPAIR	26.0	LF	$ 100.00	$ 2,600.00
82	510-BWW-2/1.5	CONNECTING NEW 2" SERVICE TO EXISTING 1.5" SERVICE, INCLUDES CONNECTIONS, CLEANOUT, VAULT LID, AND OTHER INCIDENTALS, COMPLETE IN PLACE	1.0	EA	$ 7,000.00	$ 7,000.00
83	510-KW	DUCTILE IRON FITTINGS	0.25	TON	$ 2,000.00	$ 500.00
84	511S-A2GV	VALVES, GATE 2"	1.0	EA	$ 1,500.00	$ 1,500.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** PATIN CONSTRUCTION LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
	999-WC01	FORCE ACCOUNT	15000	DOL	$ 1.00	$ 15,000.00

TOTAL AMOUNT OF BID

Six Hundred Thousand, Six Hundred and Eighty **Dollars and** Fifteen **Cents** $ 600,680.15

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

[1]Refer to the Technical Specifications section for a description of the specific reference number

BID BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

KNOW ALL BY THESE PRESENTS: That we Patin Construction, LLC, called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the Surety, are held and firmly bound unto Williamson County Purchasing Department, called the Obligee, in the sum of Five PERCENT OF THE AMOUNT BID (5%), for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Lakeline Blvd Right Turn Lane ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid within the greater of 60 days from submission of the bid or the time specified in the bid documents, or within such time period as may be agreed by the Obligee and Principal, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and in such event the Obligee shall obtain the Surety's consent for an extension beyond ninety (90) days.

Signed this 24th day of October, 2018.

PRINCIPAL

Patin Construction, LLC

_____

, Title President

ARGONAUT INSURANCE COMPANY

_____

Kenneth Nitsche , Attorney-in-Fact

AS-0130855

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Violet Frosch, Gary Nitsche, Kenneth Nitsche, Robert James Nitsche, Robert K. Nitsche, Craig Parker, Nina Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS Notary Public, State of Texas Comm. Expires 07-16-2021 Notary ID 557902-5

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 24th day of October 2018.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

James Bluzard , Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

Supplier: **Patin Construction LLC**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-259
Lakeline Blvd Right Turn Lane

BIDS MUST BE RECEIVED ON OR BEFORE:
Oct 24, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Oct 24, 2018 3:30:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Supplier: **Patin Construction LLC**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **City of Round Rock, Texas**
Location: **Round Rock**

Contact Name: **Todd Keltgen**
Title: **City Project Manager**

Phone: **(512) 218-5555**
E-mail **toddk@roundrocktexas.gov**

Contract Date To: **Jan 2013**
Contract Date From: **Jan 2014**
Contract Value: $ **4,190,000**

Scope of Work:
San Saba and West Liberty
Project Description - Streetscape, Electrical Conduct, Water, Sewer, Storm Sewer, New Streets, Concrete.

Reference 2

Client Name: **City of Georgetown**
Location: **Georgetown**

Contact Name: **Joel Weaver**
Title: **Project Manager**

Phone: **(512) 931-7698**
E-mail **joel.weaver@georgetown.org**

Contract Date To: **September 2014**
Contract Date From: **Sept 2015**
Contract Value: $ **784,000**

Scope of Work:
Project â 9th Street Reconstruction
Project Description â Streetscape, Electrical Conduit, Drainage, Sewer, Water Pipe, Roadways, Landscaping and Lighting.

Reference 3

Client Name: **City of Pflugerville**

Location: **Pflugerville**

Contact Name: **Dan Franz**

Title: **City Engineer**

Phone: **(512) 990-6341**

E-mail

Contract Date To: **June 2013**

Contract Date From: **January 2014**

Contract Value: $ **2,500,000**

Scope of Work:
Project â Colorado Sands Drive
Project Description â New Road including Storm Sewer, Water, Sanitary Sewer, Paving, Concrete Curb & Gutter, Sidewalks, Site Lighting.

Supplier: **Patin Construction LLC**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Patin Construction LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**
None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Tim Patin — Signature of vendor doing business with the governmental entity

10/24/18 — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Patin Construction LLC**

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	**Patin Construction LLC**
Address of Bidder:	**3800 West 2nd Street**
Email:	**tim@patincon.com**
Telephone:	**5122964588**
Printed Name of Person Submitting Affidavit:	**Tim Patin**
Signature of Person Submitting Affidavit:	**Tim Patin**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Tim H Patin**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tim H Patin**, (*Name of Signer*) am a duly authorized officer of/agent for **Patin Construction LLC**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Patin Construction LLC**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Tim H Patin**
on this the **25**day of **September**, 20**18**.

Tim Patin
Notary Public in and for

The State of **TX**

The County of **Williamson**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Pro Dirt Services

Bid Contact **Zachary Cason**
zach@prodirtservices.com
Ph 512-913-2553

Address **106 Paul Azinger Dr**
ROUND ROCK, TX 78664

Item #	Line Item	Notes		Unit Price	Qty/Unit		Attch.	Docs
1809-259--01-01	Total Bid Price	**Supplier Product Code:** 629846.00	**First Offer -**	$629,846.00	1 / each	**$629,846.00**	**Y**	**Y**
1809-259--01-02	Please attach all documents to this line	**Supplier Product Code:** 0	**First Offer -**		1 / each			**Y**

Supplier Total **$629,846.00**

Pro Dirt Services

Item: **Total Bid Price**

Attachments

CCF_000430.pdf

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** ProDirt Services, LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	101S-B	PREPARING RIGHT OF WAY	5.5	STA	$ 5,000.00	$ 27,500.00
2	111S-A	EXCAVATION	971.0	CY	$ 50.00	$ 48,550.00
3	132S-A	EMBANKMENT	2.0	CY	$ 100.00	$ 200.00
4	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 7 INCHES, TYPE B, PLAN QUANTITY	154.0	TON	$ 150.00	$ 23,100.00
5	340S-PQ	HOT MIX ASPHALTIC PAVEMENT, 3 INCHES, TYPE C, PLAN QUANTITY	49.0	TON	$ 280.00	$ 13,720.00
6	360S-AH	8 IN CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	174.0	SY	$ 120.00	$ 20,880.00
7	360S-B	MONOLITHIC CURB	33.0	LF	$ 20.00	$ 660.00
8	423 6004	RETAINING WALL (CONC BLOCK)	879.0	SF	$ 85.00	$ 74,715.00
9	430S-A	P.C. CONCRETE CURB AND GUTTER	278.0	LF	$ 35.00	$ 9,730.00
10	432S-5	NEW P.C. CONCRETE SIDEWALKS, 5 INCH THICKNESS	4382.0	SF	$ 6.00	$ 26,292.00
11	432S-5B	PROP TYPE 1B RAMP	3.0	EA	$ 2,500.00	$ 7,500.00
12	432S-PRC-4	PEDESTRIAN ADA RAILING - OPTION 3 (STANDARD 707S-4)	75.0	LF	$ 120.00	$ 9,000.00
13	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	1.0	EA	$ 800.00	$ 800.00
14	508S-IG	INLET, GRATED, 5FT X 5 FT	1.0	EA	$ 15,000.00	$ 15,000.00
15	510-ASD	PIPE, 18 IN PVD DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	6.0	LF	$ 550.00	$ 3,300.00
16	551	PIPE UNDERDRAIN PVC, 6 IN	218.0	LF	$ 180.00	$ 39,240.00
17	591S-A2	DRY RIPRAP, ROUNDED RIVER ROCK 2"-6" DIA	0.5	SY	$ 1,000.00	$ 500.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

Williamson County, Texas

BidSync

10/24/2018

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** ProDirt Services, LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
18	591S-F	CONCRETE RIPRAP, 6 IN.	25.2	SY	$ 300.00	$ 7,560.00
19	602S-A	BERMUDA BLOCK SODDING	356.0	SY	$ 9.00	$ 3,204.00
20	604S-E	NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING	356.0	SY	$ 4.00	$ 1,424.00
21	608S-1	CONTAINERIZED 5 GAL, 18"HT x 18"SPR	50.0	EA	$ 50.00	$ 2,500.00
22	620 6007	ELEC CONDR (NO.8) BARE	985.0	LF	$ 2.00	$ 1,970.00
23	620 6008	ELEC CONDR (NO.8) INSULATED	720.0	LF	$ 2.00	$ 1,440.00
24	620 6009	ELEC CONDR (NO.6) BARE	720.0	LF	$ 2.00	$ 1,440.00
25	620 6010	ELEC CONDR (NO.6) INSULATED	2060.0	LF	$ 3.00	$ 6,180.00
26	628-WC01	OVERHEAD ELECTRICAL SERVICE-CITY STD. NO METER	1.0	EA	$ 5,500.00	$ 5,500.00
27	628S-D	FILTER CURB INLET PROTECTION (EXISTING INLET)	2.0	EA	$ 150.00	$ 300.00
28	642S	SILT FENCE FOR EROSION CONTROL	546.0	LF	$ 3.00	$ 1,638.00
29	660S	BIOFILTRATION MEDIA	47.0	CY	$ 55.00	$ 2,585.00
30	684 6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	579.0	LF	$ 3.00	$ 1,737.00
31	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	675.0	LF	$ 4.00	$ 2,700.00
32	684 6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	525.0	LF	$ 6.00	$ 3,150.00
33	684 6082	TRF SIG CBL (TY C)(18 AWG)(2 CONDR)	1110.0	LF	$ 3.00	$ 3,330.00
34	688 6001	PED DETECT PUSH BUTTON (APS)	2.0	EA	$ 1,200.00	$ 2,400.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

Williamson County, Texas

BidSync

10/24/2018

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** ProDirt Services, LLC

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BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
35	700S-TM	TOTAL MOBILIZATION PAYMENT	1.0	LS	$ 50,000.00	$ 50,000.00
36	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2.0	MO	$ 5,000.00	$ 10,000.00
37	824S	TRAFFIC SIGNS	4.0	EA	$ 1,000.00	$ 4,000.00
38	831S 2	36 INCH DIAMETER TRAFFIC SIGNAL DRILLED SHAFT FOUNDATIONS 10 FT DEPTH	1.0	EA	$ 13,000.00	$ 13,000.00
39	831S 5	24 INCH DIAMETER PEDESTRIAN SIGNAL FOUNDATION 4 FT DEPTH	2.0	EA	$ 4,000.00	$ 8,000.00
40	832S VSM-3	VEHICULAR SIGNAL INSTALLATION, 3 SECTION, COMPLETE IN PLACE	7.0	EA	$ 1,000.00	$ 7,000.00
41	832S VSM-4	VEHICULAR SIGNAL INSTALLATION, 4 SECTION, COMPLETE IN PLACE	3.0	EA	$ 1,500.00	$ 4,500.00
42	834S 3	TYPE B PULL BOX	4.0	EA	$ 1,900.00	$ 7,600.00
43	834S 4	RING AND LID FOR USE WITH TYPE B PULL BOXES	4.0	EA	$ 500.00	$ 2,000.00
44	835S LT2	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 2 INCH IN DIAMETER	1145.0	LF	$ 4.00	$ 4,580.00
45	835S LT3	INSTALLING TRAFFIC SIGNAL CONDUIT WITH CONDUIT 3 INCH IN DIAMETER	440.0	LF	$ 5.00	$ 2,200.00
46	838S PSMP	PEDESTRIAN SIGNAL INSTALLATION: METAL POLE	2.0	EA	$ 2,500.00	$ 5,000.00
47	838S PSSA	PEDESTRIAN SIGNAL INSTALLATION: STAND ALONE	2.0	EA	$ 2,800.00	$ 5,600.00
48	839S MA50	50-FOOT MAST ARM	1.0	EA	$ 7,000.00	$ 7,000.00
49	839S MAP3	TYPE 3 MAST ARM POLE	1.0	EA	$ 7,000.00	$ 7,000.00
50	840S TSI	TRAFFIC SIGNAL INSTALLATION	1.0	EA	$ 16,000.00	$ 16,000.00
51	844S 2	CLASS 2 TRENCHING FOR TRAFFIC SIGNAL CONDUIT	665.0	LF	$ 15.00	$ 9,975.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

Williamson County, Texas

BidSync

10/24/2018

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** ProDirt Services, LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
52	844S 3	CLASS 3 TRENCHING FOR TRAFFIC SIGNAL CONDUIT BEHIND CURB	225.0	LF	$ 28.00	$ 6,300.00
53	863S-2	REFLECTORIZED PAVEMENT MARKERS (TYPE I-C)	11.0	EA	$ 12.00	$ 132.00
54	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 8 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	207.0	LF	$ 2.00	$ 414.00
55	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 12 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	106.0	LF	$ 6.00	$ 636.00
56	871S-A	REFLECTORIZED TYPE I PAVEMENT MARKINGS 24 INCHES IN WIDTH, 100 MILS IN THICKNESS, WHITE IN COLOR	36.0	LF	$ 12.00	$ 432.00
57	871S-B	REFLECTORIZED TYPE I PAVEMENT MARKINGS WORD (ONLY), 100 MILS IN THICKNESS, WHITE IN COLOR	4.0	EA	$ 250.00	$ 1,000.00
58	871S-C	REFLECTORIZED TYPE I PAVEMENT MARKINGS SHAPES (ARROW), 100 MILS IN THICKNESS, WHITE IN COLOR	2.0	EA	$ 350.00	$ 700.00
59	874S-A	ELIMINATE EXISTING PAVEMENT MARKINGS 12 INCHES IN WIDTH	88.0	LF	$ 6.00	$ 528.00
60	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 8 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	207.0	LF	$ 1.00	$ 207.00
61	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	13.0	LF	$ 1.50	$ 19.50
62	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 24 INCHES IN WIDTH, FOR ASPHALTIC SURFACE TYPE	36.0	LF	$ 1.50	$ 54.00
63	875S-A	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE 12 INCHES IN WIDTH, FOR CONCRETE SURFACE TYPE	93.0	LF	$ 1.50	$ 139.50
64	875S-B	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE WORD (ONLY), FOR ASPHALT SURFACE TYPE	4.0	EA	$ 80.00	$ 320.00
65	875S-C	PAVEMENT SURFACE PREPARATION FOR EXISTING PAVEMENT SURFACE SHAPES (ARROW), FOR ASPHALT SURFACE TYPE	2.0	EA	$ 80.00	$ 160.00
66	6002 6001	VIVDS PROCESSOR SYSTEM	1.0	EA	$ 7,500.00	$ 7,500.00
67	6002 6002	VIVDS CAMERA ASSEMBLY	4.0	EA	$ 3,500.00	$ 14,000.00
68	6002 6003	VIVDS SET-UP SYSTEM	1.0	EA	$ 500.00	$ 500.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

Williamson County, Texas

BidSync

10/24/2018

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** ProDirt Services, LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
69	6002 6005	VIVDS COMMUNICATION CABLE (COAXIAL)	579.0	LF	$ 6.00	$ 3,474.00
70	WC9036-1	REMOVE POLE	1.0	EA	$ 1,100.00	$ 1,100.00
71	WC9036-2	REMOVE POLE FOUNDATION	1.0	EA	$ 2,500.00	$ 2,500.00
72	WC9036-3	REMOVE PED POLE FOUNDATION	1.0	EA	$ 1,000.00	$ 1,000.00
73	WC9037-1	RELOCATE ILLUMINATION POLE	1.0	EA	$ 4,500.00	$ 4,500.00
		WATER / WASTE WATER				
74	430S-A	REMOVE AND REPLACE PC CONCRETE CURB AND GUTTER	20.0	LF	$ 120.00	$ 2,400.00
75	504S-1WM-IRR	ADJUST IRRIGATION AND WATER METER	4.0	EA	$ 1,000.00	$ 4,000.00
76	504S-3W	ADJUST WATER VALVE BOX RISER TO GRADE	1.0	EA	$ 500.00	$ 500.00
77	505S	ENCASEMENT PIPE, 4" DIAMETER, SDR-26	14.0	LF	$ 45.00	$ 630.00
78	505S-B	ENCASEMENT PIPE, 18" DIAMETER, 3/8" THICK STEEL, INCLUDING CASING SPACERS, END SEALS, AND WELDS TO CONSTRUCT CASING	18.0	LF	$ 350.00	$ 6,300.00
79	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	190.0	LF	$ 5.00	$ 950.00
80	510-AW1.5-PE	PIPE, 2" DIAMETER, PVC SCH 80 (All Depths), INCLUDES EXCAVATION AND BACKFILL, AND TRENCH REPAIR	164.0	LF	$ 65.00	$ 10,660.00
81	510-AW8-PVC	PIPE, 8" DIAMTER, PVC (All Depths), INCLUDES EXCAVATION AND BACKFILL AND TRENCH REPAIR	26.0	LF	$ 90.00	$ 2,340.00
82	510-BWW-2/1.5	CONNECTING NEW 2" SERVICE TO EXISTING 1.5" SERVICE, INCLUDES CONNECTIONS, CLEANOUT, VAULT LID, AND OTHER INCIDENTALS, COMPLETE IN PLACE	1.0	EA	$ 5,500.00	$ 5,500.00
83	510-KW	DUCTILE IRON FITTINGS	0.25	TON	$ 2,000.00	$ 500.00
84	511S-A2GV	VALVES, GATE 2"	1.0	EA	$ 2,250.00	$ 2,250.00

[1]Refer to the Technical Specifications section for a description of the specific reference number

Williamson County, Texas

BidSync

10/24/2018

BID FORM
WILLIAMSON COUNTY, TEXAS

PROJECT: 1809-259 LAKELINE BOULEVARD RIGHT TURN LANE **BIDDER:** ProDirt Services, LLC

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
	999-WC01	FORCE ACCOUNT	15000	DOL	$ 1.00	$ 15,000.00

TOTAL AMOUNT OF BID

ix hundred twenty nine thousand eight hundred fourty si **Dollars and** no **Cents** $ 629,846.00

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

[1]Refer to the Technical Specifications section for a description of the specific reference number

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Pro Dirt Services, LLC, P.O. Box 1508, Pflugerville, TX 78691
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
Williamson County, Texas 901 South Austin Ave, Georgetown Tx, 78626
(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of Greatest Amount Bid Dollars ($ 5% GAB),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Bid #1809-259 Lakeline Boulevard Right Turn Lane
(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of October , 20 18

Pro Dirt Services, LLC
(Principal) *(Seal)*

(Witness)

(Title)

FCCI Insurance Company
(Surety) *(Seal)*

(Witness)

Jeremy Farque, Attorney-In-Fact

10-00055001

FCCI INSURANCE GROUP

More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Tom Mulanax, David Whorton, Michael Whorton, Noe Moreno, Rachel Martinez, Pollyanna Lengel; Jeremy Farque

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $7,500,000): $7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso
Notary Public, State of Florida
Commission No.GG 19777
My Commission Expires: 09/25/20

Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 22nd day of October 2018

Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

1-IONA-3592-NA-04, 8/16

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

Supplier: **Pro Dirt Services**

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1809-259
Lakeline Blvd Right Turn Lane

BIDS MUST BE RECEIVED ON OR BEFORE:
Oct 24, 2018 3:30:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Oct 24, 2018 3:30:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

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

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Supplier: **Pro Dirt Services**

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: **HTH Capital**
Location: **2601 Chandler Creek Blvd, Round Rock Tx**

Contact Name: **Will Blackbird**
Title: **Vice President**

Phone: **(512)917-0157**
E-mail **wblackbird@hthcapital.com**

Contract Date To: **Dec, 2017**
Contract Date From: **Mar, 2017**
Contract Value: $ **720000**

Scope of Work:
Residential Development(General Contractor

Reference 2

Client Name: **Buffalo Construction**
Location: **SH304/Watterson Rd, Bastrop Tx**

Contact Name: **Michael Faust**
Title: **Project Manager**

Phone: **(502)593-4997**
E-mail **michael.faust@buffaloconstruction.com**

Contract Date To: **Mar, 2018**
Contract Date From: **Nov, 2017**
Contract Value: $ **220000**

Scope of Work:
Widening roadway and associated sitework.

Reference 3

Client Name:
Burnet County

Location:
220 S Pierce St, Burnet Tx

Contact Name:
Commissioner Joe Don Dockery

Title:
Commissioner

Phone:

E-mail
commissionerpct4@burnetcountytexas.org

Contract Date To:
March, 2018

Contract Date From:
April, 2018

Contract Value: $
300000

Scope of Work:
County Road Rehabilitation

Supplier: **Pro Dirt Services**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Williamson County

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Supplier: **Pro Dirt Services**

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:	**Pro Dirt Services, LLC**
Address of Bidder:	**P.O. Box 1508, Pflugerville Tx, 78691**
Email:	**zach@prodirtservices.com**
Telephone:	**(512)913-2553**
Printed Name of Person Submitting Affidavit:	**Tony Dill**
Signature of Person Submitting Affidavit:	**Tony Dill**

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 **Tony Dill**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tony Dill**, (*Name of Signer*) am a duly authorized officer of/agent for **ProDirt Services, LLC**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **ProDirt Services, LLC**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Tony Dill**
on this the **31**day of **July**, 20**18**.

Zachary Cason
Notary Public in and for

The State of **Texas**

The County of **zach@prodirtservices.com**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Commissioners Court - Regular Session **44.**

Meeting Date: 11/13/2018

Approve Agreement for Construction Services Asbestos Abatement Project- CR110

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services between ARC Abatement I, Ltd. and Williamson County for Asbestos Abatement for Project - CR110, in the amount of $5,250.00, and authorizing the execution of the agreement.

Background

HNTB received three quotes for this Asbestos Abatement Project. HNTB recommends ARC Abatement I, Ltd be awarded the quote in the amount of $5,250.00. The Point of Contact is HNTB and Funding Source: P261

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Services Agreement and attached Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 08:55 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2018 07:36 AM
Final Approval Date: 11/08/2018		

Agreement for Construction Services

(Asbestos Abatement Project – CR 110)

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ARC Abatement I, Ltd. ("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 set forth in Contractor's Proposal #875, which is incorporated herein as if copied in full, and in accordance with the terms of this Agreement, and set forth as **Exhibit I**.

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 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($5,250.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the specifications set out in **Exhibit I, Scope of Work** and all laws, statutes and regulations related to the removal and disposal of asbestos-containing materials.

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 Final Completion. The Work shall be fully and finally completed within **30** calendar days from the date the Work is commenced; 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.

ARTICLE 5 PAYMENT: Contractor shall receive one lump sum payments of the Contract Price when Final Completion of all Work has been achieved as deemed by the Owner; provided that Contractor is not in breach of this Agreement at that time.

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. 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.

6.2 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.

6.3 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.

6.4 As part of Contractor obligation to coordinate the Work, Contract shall:

i. cooperate with the Owner's Designated Representative ("ODR") and endeavor to further the interests of the Owner and the Work;
ii. provide an on-site, full-time superintendent for the duration of the Work;
iii. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
iv. at Owner's request, attend public meetings and hearings concerning the development of the Work;
v. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
vi. advise Owner of any tests that should be performed;

vii. 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;

viii. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;

ix. assist Owner in obtaining any required permits and or approvals as required by law; and

x. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the specifications and with the terms of this Agreement.

6.5 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.

6.6 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.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original specifications that occurred during the Work.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. 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;

b. 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 Work;

c. 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;

d. 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

e. 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.

8.2 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. Workers Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$250,000 Ea. Accident
Bodily Injury by Disease	$250,000 Ea. Employee
Bodily Injury by Disease	$250,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$500,000	$500,000
Aggregate policy limits:		$500,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$500,000	$500,000
Property damage	$500,000	$500,000
Aggregate policy limits	No aggregate limit	

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 project.

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. 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.

8.1.6 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.

8.1.7 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.

8.1.8 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.

8.2.8 Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO CONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

8.2.7 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 TERMINATION

9.1 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.

9.2 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 10 MISCELLANEOUS PROVISIONS

10.1 Assignment. 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.

10.2 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 is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Work in which the Owner is a party.

10.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

10.4 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

10.5 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.

10.6 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.

10.7 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

10.8 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.

10.9 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 Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

10.10 Audit. The 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 the Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The 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.

10.11 Prompt Pay. Owner agrees to pay Contractor within thirty (30) days from the date when Final Completion of all Work has been achieved as deemed by the Owner; provided that Contractor is not in breach of this Agreement at that time. Interest charges for any late payment 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 submitted by Contractor, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Contractor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Contractor shall submit a corrected invoice to the Williamson County Auditor that must be within thirty (30) days from the date the Williamson County Auditor receives the corrected invoice. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

10.12 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement effective this the _____ day of _____, 2018.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

ARC ABATEMENT I, LTD.

By: _____

Printed Name: Kieran McQuade

Title: Contracts Manager

Date: 10-31-2018

Party Representatives

Owner's Designated Representative:

Terron Evertson
Williamson County Engineer
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Phone: (512) 943-3336
tevertson@wilco.org

Contractor's Designated Representative:

Joe Daniel , Project Mgr.

Don Daniel, Austin GM

Ron Daniel, CEO

Phone 800-495-4272
Fax 512-260-6225

Exhibit 1: Contractor's Proposal #875
(Incorporated herein as if copied in full)

ARC ABATEMENT

Accountable-Responsive-Cost Effective

STANDARD PROPOSAL
Austin / San Antonio
2450 Hwy 183 North Leander Tx

September 16, 2018
James Klotz
PM
HNTB Corporation
101 E. Old settlers Blvd
Round Rock Texas

Proposal # 875
Sent Via:
Project Address: CR 110 Asbestos Abatement
Same
Texas

Dear: James

On behalf of ARC Abatement I, Ltd., I would like to thank you for the opportunity to provide this proposal on the above referenced project. It is our desire to provide you with a quality solution to your project needs. As a highly qualified contractor, I feel our experience, financial strength, and contracting techniques enable us to assure you a professionally completed project.

Scope of Work:

Removal of ACM Material found in ATC Survey. Sheetrock and Windows

Price: 4,850

Power and Water add - 400

Duration: 2 days

ARC ABATEMENT

Accountable-Responsive-Cost Effective

Proposal Terms: **Proposal #** 875

1. Includes costs for labor, material and applicable taxes.
2. Compliance with federal, state, and local laws.
3. Site conditions being reasonably similar to those at the time of inspection.
4. Reasonable interpretation of existing conditions based upon Owner provided information of the work area.
5. No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.
6. Air monitoring for our workforce as per Federal, State, and local regulations is included in our price. Any additional air monitoring will be paid by Owner unless stated as an inclusion in the scope section above.
7. Owner responsible for state or regulatory fees associated with the Scope of Work.
8. Final clearances will be provided by owner.
9. Pricing based on normal working hours. Overtime required by Owner will constitute and additional cost.
10. Single mobilization to the site unless otherwise indicated.
11. Owner provide adequate electricity, owner provide potable water, owner to provide on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC's needs.
12. All non-stationary items are to be removed by Owner prior to the start of work unless otherwise noted in Scope.
13. ARC will not be liable for damage to items left in the work area.
14. All HVAC systems within the containment areas must be shut down and locked out by Owner.
15. Proposal based on ARC standard terms and conditions.
16. ARC will employ reasonable efforts to minimize damage to surface and work areas and Owner agrees ARC will not held liable for any damages from the construction of containments required to perform the Scope of Work.
17. Client agrees that ARC has been given permission by the property owner to enter the premises, perform the Scope of Work, use any plans or drawings of the project, and agrees to hold harmless and defend ARC employees, officers and representatives for any and all claims, costs or damages that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct of ARC or it's representatives. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
18. Payment and performance bonds are not included in this proposal.
19. Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.
20. This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from date above.
21. All invoices are due upon receipt and are expected to be paid within 30 days.

Upon acceptance of this proposal client will receive an electronic service agreement. If you have questions regarding this proposal please refer to my contact information below. ***No work will commence until the ARC Services Agreement has been fully executed.***

Sincerely,

☐ **ACCEPTED** _____

Client Email Address

Please indicate your acceptance of this proposal by checking the "Accepted" box, inserting your email address, and returning the proposal to your ARC representative. Upon receipt a Service Agreement will be emailed to the address above for your review and electronic signature.

Commissioners Court - Regular Session **45.**

Meeting Date: 11/13/2018

Authorize issuing IFB 1809-261 CR 110 Middle Section

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 CR 110 Middle Section, under IFB #1809-261.

Background

Williamson County is seeking qualified contractors to reconstruct and widen a roadway consisting of grading, base, asphalt pavement, drainage, signals, signing, concrete culvert, and pavement markings. Estimated time of completion is 390 calendar days to substantial completion, and 60 calendar days to final completion, with an estimated cost of $10,200,000.00. HNTB is the point of Contact and P261 will be utilized.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Invitation for bid

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 09:00 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2018 07:42 AM
Final Approval Date: 11/08/2018		

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

CR 110 Middle Section

Williamson County is seeking qualified contractors to reconstruct and widen a roadway consisting of grading, base, asphalt pavement, drainage, signals, signing, concrete culvert, and pavement markings. Estimated time of completion is 390 calendar days to substantial completion, and 60 calendar days to final completion, with an estimated cost of $10,200,000.00.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on Wednesday, December 12, 2018 at 10:00 A.M. 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 Wednesday, November 28, 2018 at 3:00 P.M. 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, Senior Purchasing Specialist, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-3553.

Issued by order of the Williamson County Commissioners' Court on November 13, 2018; Dan A. Gattis, County Judge.

Commissioners Court - Regular Session **46.**

Meeting Date: 11/13/2018

Supplemental Agreement No.11 to A/E Services for North Campus Project

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 Supplemental Agreement No. 11 between Williamson County and BLGY, Inc for additional services in relation to the North Campus Project in the amount of $43,346.35 and authorizing execution of the agreement.

Background

This agreement is for BLGY to provide additional construction administration services for the duration of the fuel area construction and additional building construction in relation to the North Campus Project. Funding source P324.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 08:51 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Thomas Skiles		Started On: 11/07/2018 01:49 PM
Final Approval Date: 11/08/2018		

SUPPLEMENTAL AGREEMENT NO. 11 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")

This Supplemental Agreement No. 11 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 11") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project ("Project");

WHEREAS, following execution of the Agreement, County and the A/E executed Supplemental Agreement Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 to the Agreement for Architectural and Engineering Services to add Additional Services to the Agreement's Basic Services;

WHEREAS, County wishes to add Additional Services in the form of additional Construction Administration services for the (1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction; (2) construction of Alternate #1 A - Facility Storage Building; and (3) for the remodel of the existing vehicle impound building at the Project;

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 No. 11 sets forth the scope of the Additional Services and 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:

Provide additional construction administration services for the (1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction; (2) construction of Alternate #1 A - Facility Storage Building; and (3) remodel of the existing vehicle impound building at the Project. The additional construction administration services shall be performed in the same manner and accordance with the Construction Phase Services set out under Paragraph (f.) of Exhibit "B" of the Agreement.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not to exceed lump sum amount of **$43,346.35**, which is broken down and allocated as follows:

(1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction: $5,297.87

(2) Construction of Alternate #1 A - Facility Storage Building and Remodel of the existing vehicle impound building: $38,048.48

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 11

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 or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of the Agreement, this Supplemental Agreement No. 11 and/or the terms of any document attached hereto as exhibits.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 11, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

BLGY, Inc.

By: _____

Printed Name: Mark Daniel Brown

Title: Architect/ VP

Date: November 2 ____, 20 18

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

Commissioners Court - Regular Session **47.**

Meeting Date: 11/13/2018

Aprroval of ACI Sub Merchant Agreement for OSSF OPAY System

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 sub-merchant agreement between Williamson County and Worldpay, LLC, f.k.a. Vantiv, LLC in connection with the agreement between Williamson County and Official Payments Corporation to provide merchant card services to support the operation of the Williamson County On-Site Sewage Facilities Department and authorizing execution of the sub-merchant agreement.

Background

The agreement is a sub-merchant agreement in connection with the agreement with OPAY which will provide OSSF with merchant card payment services that integrate into their current software system. OPAY is currently under contract for these services with Texas Association of Counties (TAC). The term of this agreement will be an initial 5 years with 1 year renewal options after the initial term. Fees will be collected at the time of transaction and funded by the same. Minnie Beteille in IT can be contacted in case of questions related to this service.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	11/08/2018 09:13 AM
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Thomas Skiles		Started On: 11/07/2018 02:15 PM
Final Approval Date: 11/08/2018		

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, f.k.a. VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and County of Williamson ("Sub-merchant") in connection with the agreement between Sub-merchant and Official Payments Corporation ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: http://usa.visa.com/merchants/ and http://www.mastercard.com/us/merchant/ and http://www.discovernetwork.com/merchants/. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

   If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

   Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

   Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but

not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

   Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** To the extent authorized under Texas law, Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

   EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous**. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Texas without regard to conflicts of law provisions. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Agreement. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT:_____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

_____

Commissioners Court - Regular Session **48.**

Meeting Date: 11/13/2018

Budget Amendment for State Law Enforcement Training

Submitted For: Melanie Denny **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 unforeseeaable circumstances and approve a budget amendment for various departments.

Background

This budget amendment is to move unspent State Law Enforcement Training dollars to the Fiscal Year 2019 budget. State training dollars are not rolled into the General Fund at the year end until the books are closed. Any unspent dollars are rolled forward from year to year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA/St Law Enforc Training	$126.23
	0100.0475.004229	Co Atty/St Law Enforc Training	$2,171.58
	0100.0551.004229	Const 1/St Law Enforc Training	$3,252.02
	0100.0552.004229	Const 2/St Law Enforc Training	$3,479.09
	0100.0553.004229	Const 3/St Law Enforc Training	$8,492.75
	0100.0554.004229	Const 4/St Law Enforc Training	$2,570.60
	0100.0560.004229	SO/St Law Enforc Training	$26,205.35
	0100.0570.004229	Jail/St Law Enforc Training	$7,413.56

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 09:59 AM
Form Started By: Pam Navarrette		Started On: 11/07/2018 12:58 PM
Final Approval Date: 11/08/2018		

Commissioners Court - Regular Session **49.**

Meeting Date: 11/13/2018

JP 2 Unspent Donation FY 19 11/13/18

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 for unspent 2018 donation dollars for the Justice of the Peace Precinct #2.

Background

At the end of the Fiscal Year 2018, $41.00 remained in unspent donation dollars. This amendment is to appropriate those 2018 donations to be spent in 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$41.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Melanie Denny		Started On: 11/07/2018 01:05 PM
Final Approval Date: 11/08/2018		

Commissioners Court - Regular Session **50.**

Meeting Date: 11/13/2018

Budget Amendment for Park's Office Donations

Submitted For: Melanie Denny **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 for unspent 2018 donation dollars for the Parks Department.

Background

The Park's Department received donations throughout the year. At the end of Fiscal Year 2018, $6,440.05 remained in unspent donation dollars. This amendment is appropriate those 2018 to be spent in 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$6,440.05

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Pam Navarrette		Started On: 11/07/2018 01:09 PM
Final Approval Date: 11/08/2018		

Commissioners Court - Regular Session **51.**

Meeting Date: 11/13/2018

Budget Amendment for Sheriff's Office Donations

Submitted For: Melanie Denny **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 budget amendment for unspent 2018 donation dollars for the Sheriff's Office donations

Background

The Sheriff's Office received donations for Victim's Assistance and other donations throughout the year. At the end of the Fiscal Year 2018, victim assistance has $949.08 of unspent donation dollars and other donations has $46.48 of unspent donation dollars. This amendment is to appropriate those 2018 donations to be spent in 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	$46.48
	0100.0560.003671	Use of V.A. Donations	$949.08

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Pam Navarrette		Started On: 11/07/2018 01:19 PM
Final Approval Date: 11/08/2018		

Commissioners Court - Regular Session **52.**

Meeting Date: 11/13/2018

Budget Amendment for Veteran Services Donation Monites to Current Year Budget

Submitted For: Melanie Denny **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 for unspent 2018 donation dollars for Veteran Services.

Background

Veteran Services received donations throughout the year. At the end of Fiscal Year 2018, $1,555.38 remained in unspent donations dollars. This amendment is to appropriate those 2018 donations to be spent in 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$1,555.38

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Pam Navarrette		Started On: 11/07/2018 01:33 PM
Final Approval Date: 11/08/2018		

Commissioners Court - Regular Session **53.**

Meeting Date: 11/13/2018

GISD Residential Monies Moved to FY19

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 for Juvenile Services.

Background

This budget amendment is to move unspent GISD Residential Service dollars into the Fiscal Year 2019 budget. Unspent GISD Residential services are to be used only for residential services. The monies are carried forward until spent.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/08/2018 10:00 AM
Form Started By: Pam Navarrette		Started On: 11/07/2018 01:37 PM
Final Approval Date: 11/08/2018		

Commissioners Court - Regular Session **54.**

Meeting Date: 11/13/2018

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss North Woods Road District.
c) Project Amazon
d) Wolf Lakes
e) Project Capstone
f) Project Dalton House
g) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
h) Project Deliver

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Form Started By: Charlie Crossfield		Started On: 11/08/2018 10:39 AM
Final Approval Date: 11/08/2018		

Commissioners Court - Regular Session **55.**

Meeting Date: 11/13/2018

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.
F. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/08/2018 10:43 AM
Form Started By: Charlie Crossfield		Started On: 11/08/2018 10:38 AM
Final Approval Date: 11/08/2018		