# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# NOVEMBER 20TH, 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 – 10 )

**5.** Discuss, consider, and take appropriate action on a line item transfer for Merit - Veteran Services Department.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0405-001100 | Veteran Services F/T Salaries | $1,544.95 |
| To | 0100-8001-001130 | County Judge Merit | $1,544.95 |
| From: | 0100-0405-002010 | Veterans Services FICA | 118.19 |
| From: | 0100-0405-002020 | Veteran Services Retirement | 216.76 |
| To: | 0100-8001-002010 | County Judge FICA | 118.19 |
| To: | 0100-8001-002020 | County Judge Retirement | 216.75 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-003597 | Roadway Rehab | $400,000.00 |

| | | | |
|---|---|---|---|
| To | 0200-0210-000777 | Transfer to Capital Projects | $400,000.00 |

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

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

**9.** Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including one (1) Laptop and twenty-two (22) Desktops, pursuant to Tx. Local Gov't Code 263.152.

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

## REGULAR AGENDA

**11.** Discuss and take appropriate action to conduct local canvass of election returns for the General Election held on November 6, 2018 and to approve all documents related to the canvass of election returns.

**12.** Recognize Valerie Zimmerman, former Veteran Service Employee being recognized as Veteran Service Officer of the Year for 2017, Central Texas Region.

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

**14.** Receive and acknowledge the November 2018 Construction Summary Report for the Road Bond Program.

**15.** Discuss, consider, and take appropriate action regarding the Notice of Termination for Stormwater Discharges associated with Construction Activities for CR 110 South, a Road Bond project in Commissioner Pct. 4.

**16.** Discuss, consider and take appropriate action on Supplemental No. 2 to the Professional Service Agreement (PSA) between Williamson County and Kimley-Horn and Associates relating to the 2013 Road Bond Program. Project: P331. Funding Source: Road Bonds.

**17.** Discuss, consider and take appropriate action on a Temporary Construction Easement between Williamson County, as Grantor, and MFDR, LLC, as Grantee, to grant MFDR, LLC the right to inspect and locate the terminus of an existing City of Georgetown water line that is located on Williamson County’s property near Southwestern Boulevard in Georgetown, Texas.

**18.** Discuss, consider and take appropriate action on the Jail Kitchen and Plumbing Remodel Project; P411, Change Order # 13 from STR Constructors, LTD. in the amount of $76,775.42 to approve funding for emergency Jail wastewater line repairs throughout the S.O. Administration ceiling. This change order is being funded out of the Jail Remodel Project funds.

**19.** Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 19 from Chasco Constructors in the amount of $51,877.29 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.

**20.** Discuss, consider and take appropriate action on the Regional Animal Shelter Expansion Project; Change Order # 8 in the amount of $26,885.00 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.

**21.** Discuss, consider and take appropriate action on the Regional Animal Shelter Expansion Project; Change Order # 9 in the amount of $17,960.00 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers Contingency.

**22.** Discuss, consider and take appropriate action on the Regional Animal Shelter Expansion Project; Change Order # 10 in the amount of $15,379.00 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.

**23.** Discuss, consider and take appropriate action on an Agreement for Preliminary Engineering Services and Submittal of Exhibit "A" for Railroad Approval with Union Pacific Railroad Company. Funding Source: P-463

**24.** Discuss, consider and take appropriate action on a Real Estate Contract with Homer R. Thomas, Barbara L. Thomas, Jack D. Moore and Daniella D. Moore for right of way needed on CR 111 (Parcel 23). Funding Source: Road Bonds P249

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

**26.** Discuss, consider, and take appropriate action on amending the Budget Order for FY18.19.

**27.** Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety for Crime Laboratory Services to not exceed $258,910.26 for the term of October 1, 2018 to September 30, 2019.

**28.** Discuss, consider and take appropriate action on the Fiscal Year 2019 Animal Shelter Donation Fund.

**29.** Discuss, consider, and take appropriate action on authorizing the amendment letter with Johnson Controls for panel upgrade allowing for standard monitoring services at the Taylor Annex Building.

**30.** Discuss, consider, and take appropriate action on authorizing the extension of Striping services contract 1711-203, for the same terms and conditions as the existing contract, for the term of December 19, 2018 - December 18, 2019, with the primary vendor, DIJ Construction.

**31.** Discuss, consider, and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Tex. Loc. Gov't Code §§ 262.024.(4), 262.024(7)(A) and 262.024(7)(D), for the one time purchase of vehicle wraps in the amount of $5,250.00.

**32.** Discuss, consider, and take appropriate action on approving the service agreement between Williamson County and Woolery Custom Fence Co. to provide privacy fence, gates and access control at the Lott Building in the not-to-exceed amount of $29,741.75, to support the operations of the Williamson County Sheriff's Office and authorizing execution of the agreement.

**33.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and recieve sealed statements of qualifications for Transportation Corridor Development - Chandler Road Extension under RFQ #1811-274.

**34.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Utility Coordination under RFQ #1811-273.

**35.** Discuss, consider, and take appropriate action on approving the agreements between Williamson County and the Amarillo Junior College District to provide technical training to the Williamson County Road & Bridge Division in the amount of $33,600.00 and authorizing execution of the agreements.

**36.** Discuss, consider, and take appropriate action on approving Change Order No. 1 to Contract No. 15RFP108 between Williamson County and Infax, Inc. in the amount of $20,610.00 for new hardware and to relocate existing docketing software for Justice of the Peace Pct. 3 and authorizing execution of the change order.

**37.** Discuss, consider, and take appropriate action on approving a service agreement between Williamson County and Randal's Tower Tech, Inc. for Dish Re-align for Granger and Thrall in the amount of $2,160 and authorizing execution of agreement.

**38.** Discuss, consider, and take appropriate action on authorizing the purchase of network equipment from Presidio Network Solutions Group, LLC, in the amount of $125,500.96, per quote #2003118810957-08, pursuant to DIR contract # DIR-TSO-4167.

**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)."***

**39.** 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

**40.** 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 #1

**41.** 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. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
o) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
p) 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
q) Potential opioid litigation
r) Valerie Adams - EEOC Charge No. 450-2018-03807
s) Terry Ballard – EEOC Charge No. 451-2018-02074
t) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
u) Legal matters relating to Sunset Meadows Subdivision.
v) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
w) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
x) Discuss Williamson County Landfill Operation Agreement contractual provisions relating to Origination Limits.

**42.** 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).

**43.** 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).

**44.** 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).

**45.** Discuss and take appropriate action concerning economic development.

**46.** Discuss and take appropriate action concerning real estate.

**47.** 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. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
o) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
p) 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
q) Potential opioid litigation
r) Valerie Adams - EEOC Charge No. 450-2018-03807
s) Terry Ballard – EEOC Charge No. 451-2018-02074
t) Legal and contractual matters relating to the Williamson County Health Care Participation Program/Local Provider Participation Program and Williamson County Charity Services.
u) Legal matters relating to Sunset Meadows Subdivision.
v) Discuss District Office Lease at the Williamson County Jester Annex for State Representative.
w) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

**48.** 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.

**49.** Discuss, consider and take appropriate action on Llanno County's request to utilize the Williamson County Landfill for disposal of solid waste that accumulated during the recent October 2018 floods.

**50.** 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:** 11/20/2018

Line Item Transfer

**Submitted By:** Sarah Crain, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Merit - Veteran Services 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). During a reconciliation of the Manager's Portal we discovered PCN 1615 merit in the amount of $1544.95 was not moved out of the salary line and needs to be moved into 8001-001130 (County Judge/Merit). This transfer will make that correction.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0405-001100 | Veteran Services F/T Salaries | $1,544.95 |
| To | 0100-8001-001130 | County Judge Merit | $1,544.95 |
| From: | 0100-0405-002010 | Veterans Services FICA | 118.19 |
| From: | 0100-0405-002020 | Veteran Services Retirement | 216.76 |
| To: | 0100-8001-002010 | County Judge FICA | 118.19 |
| To: | 0100-8001-002020 | County Judge Retirement | 216.75 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/14/2018 09:53 AM |
| Budget Office (Originator) | Wendy Coco | 11/16/2018 02:30 PM |
| Form Started By: Sarah Crain | | Started On: 11/13/2018 02:49 PM |
| Final Approval Date: 11/16/2018 | | |

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 11/20/2018

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

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

**Department:** Infrastructure

**Agenda Category:** Consent

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## Information

### Agenda Item

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

### Background

This transfer is necessary, and at the Auditor's Office request, to replenish funds for ongoing projects that have spanned the fiscal year: P479 and P480. Of the funds to be transferred, $220,000.00 will go to project number P479 and $180,000.00 will go to project number P480.

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## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-003597 | Roadway Rehab | $400,000.00 |
| To | 0200-0210-000777 | Transfer to Capital Projects | $400,000.00 |

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## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:48 PM |
| Form Started By: Kelly Murphy | | Started On: 11/15/2018 10:57 AM |
| Final Approval Date: 11/15/2018 | | |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 11/20/2018

Compensation Items

**Submitted By:** Kristy Grant, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**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.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Merit LIT 11.20.18

Merit Details 11.20.18

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Kristy Grant | | Started On: 11/14/2018 03:59 PM |
| Final Approval Date: 11/15/2018 | | |

| | | | | (TO) | (FROM) |
|---|---|---|---|---|---|
| **entity** | **fund** | **dept** | **object** | **dr** | **cr** |
| 01 | 0100 | 0454 | 001101 | 10236.09 | |
| 01 | 0100 | 0454 | 001130 | | 10236.09 |
| 01 | 0100 | 0560 | 001100 | 5482.63 | |
| 01 | 0100 | 0560 | 002010 | 419.42 | |
| 01 | 0100 | 0560 | 002020 | 769.21 | |
| 01 | 0100 | 8003 | 001130 | | 5482.63 |
| 01 | 0100 | 8003 | 002010 | | 419.42 |
| 01 | 0100 | 8003 | 002020 | | 769.21 |

| Department | Position | Emp Num | Current Annual Salary | Annual Merit Amt | Merit % | New Annual Salary | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|
| Justice of the Peace 4 | Civil Court Administrator.1014.001100. | 5566 | $40,282.58 | $2,014.22 | 5.00 | $42,296.80 | MERIT | 11/23/2018 |
| Justice of the Peace 4 | Ct Clk 2 JP 4.1015.001100. | 11930 | $36,672.75 | $1,697.95 | 4.63 | $38,370.70 | MERIT | 11/23/2018 |
| Justice of the Peace 4 | Ct Adm 2 JP 4.1010.001100. | 12162 | $61,261.20 | $3,063.06 | 5.00 | $64,324.26 | MERIT | 11/23/2018 |
| Justice of the Peace 4 | Chief Court Admin JP 4.1011.001100. | 11237 | $69,217.72 | $3,460.86 | 5.00 | $72,678.58 | MERIT | 11/23/2018 |
| Sheriff's Office | Fleet Mgr SO.1378.001100 | 14707 | $53,018.78 | $1,590.56 | 3.00 | $54,609.34 | MERIT | 11/30/2018 |
| Sheriff's Office | Animal Control Spec.1239.001100 | 14038 | $32,477.55 | $974.34 | 3.00 | $33,451.89 | MERIT | 11/30/2018 |
| Sheriff's Office | SO AP Clerk.1420.001100 | 5579 | $48,065.70 | $1,441.98 | 3.00 | $49,507.68 | MERIT | 11/30/2018 |
| Sheriff's Office | Victim Assistance Dir SO.1425.001100 | 14705 | $49,190.96 | $1,475.76 | 3.00 | $50,666.72 | MERIT | 11/30/2018 |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 11/20/2018

Justice of the Peace 4 OCTOBER 2018 Monthly Report

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

**Department:** J.P. Pct. #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

JP4 EOM OCT 2018

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Veronica Bolander | | Started On: 11/15/2018 10:02 AM |
| Final Approval Date: 11/15/2018 | | |

**IN COMPLIANCE WITH ARTICLE 103**
**CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

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

**JUDY SCHIER HOBBS**
**JUSTICE OF THE PEACE**
**PRECINCT FOUR**

**On this 9th day of November 2018, to certify which witness my hand and seal of office.**

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

**NOTARY PUBLIC in and for the State of Texas**

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

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 10/01/2018-10/31/2018**

**Date Printed:** 11/8/2018
**Time Printed:** 4:30:53PM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ABSTRACT | ABSTRACT OF JUDGMENT | 8 | 60.00 | 60.00 | 0.00 | 55.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DCERT | DEATH CERTIFICATE COPIES | 7 | 60.00 | 60.00 | 20.00 | 20.00 | 0.00 | 0.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| EVICTION | EVICTION FILING FEE | 54 | 1,350.00 | 1,350.00 | 50.00 | 675.00 | 0.00 | 0.00 | 625.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| INDIGENT | CIVIL INDIGENT FEE | 136 | 804.00 | 804.00 | 12.00 | 636.00 | 0.00 | 0.00 | 156.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208822 |
| SERVE 4 | CONSTABLE PRECINCT 4 SEF | 82 | 5,740.00 | 5,740.00 | 210.00 | 3,220.00 | 0.00 | 0.00 | 2,310.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |
| SMALLCLAM | SMALL CLAIMS FILING FEE | 2 | 50.00 | 50.00 | 0.00 | 25.00 | 0.00 | 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT EXEC | WRIT OF EXECUTION | 2 | 10.00 | 10.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT POSS | WRIT OF POSSESSION | 9 | 45.00 | 45.00 | 10.00 | 30.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WSERVE 4 | CONSTABLE PRECINCT 4 - W | 10 | 1,500.00 | 1,500.00 | 300.00 | 1,050.00 | 0.00 | 0.00 | 150.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |

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

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AUTOPSY | COPIES OF AUTOPSIES | 4 | 20.00 | 20.00 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DCOPIES | DEATH CERTIFICATE COI | 5 | 72.00 | 72.00 | 18.00 | 27.00 | 0.00 | 0.00 | 27.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DEBTCLAIM | DEBTCLAIM | 79 | 1,925.00 | 1,925.00 | 0.00 | 1,925.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| EF | E-FILING STATE FEE | 136 | 1,340.00 | 1,340.00 | 20.00 | 1,060.00 | 0.00 | 0.00 | 260.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20802 |
| JCPTF | JUDICIAL COURT PERSOI | 136 | 670.00 | 670.00 | 10.00 | 530.00 | 0.00 | 0.00 | 130.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20835 |
| OCC LICENSE | OCCUPATIONAL LICENSE | 1 | 25.00 | 25.00 | 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| OVER | OVER PAYMENT OF FINE | 1 | 3.00 | 3.00 | 0.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209700 |
| TCF | TRUANT CONDUCT FEE | 2 | 100.00 | 100.00 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 01-0369-0000-34191 |
| TRUANCY CC | TRUANCY CONTEMPT FI | 23 | 1,045.00 | 1,045.00 | 345.00 | 0.00 | 30.00 | 0.00 | 670.00 | 0.00 | 0.00 | 0.00 | 0100-0000-351304 |
| VSPF | VITAL STATISTICS PRESE | 7 | 27.00 | 27.00 | 7.00 | 10.00 | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 01-0385-0000-34140 |
| WRIT GARN | WRIT OF GARNISHMENT | 1 | 5.00 | 5.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |

| TOTALS SUMMARY | 705 | 14,851.00 | 14,851.00 | 1,062.00 | 9,316.00 | 30.00 | 0.00 | 4,443.00 | $0.00 | 0.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | | **HB2398** | $0.00 | |
| **Cash** | $1,062.00 | | | | **CSR Credit** | $0.00 | **Post for Refund** $0.00 |
| **Checks** | $9,316.00 | | | | **Jail Credit** | $0.00 | **Over Payments** $0.00 |
| **Money Orders** | $30.00 | | | | | | |
| **Credit Cards :** | $4,443.00 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | **Non-Monetary** | $0.00 |

| **TOTAL CURRENCY** | $14,851.00 | **ESCROW PAID** | $0.00 | **TRAN. FEES** | $0.00 | **TOTAL** | $0.00 | **TOTAL PAID** | $0.00 |
|---|---|---|---|---|---|---|---|---|---|

Detailed report has been sent to Auditor's Office.

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

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 10/01/2018-10/31/2018**

**Date Printed:** 11/8/2018
**Time Printed:** 4:30:53PM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-209700 | | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.00 |
| 0100-0000-341804 | | 965.00 | 707.00 | 0.00 | 0.00 | 0.00 | 1,672.00 |
| 0100-0000-341904 | | 4,780.00 | 2,460.00 | 0.00 | 0.00 | 0.00 | 7,240.00 |
| 0100-0000-351304 | | 375.00 | 670.00 | 0.00 | 0.00 | 0.00 | 1,045.00 |
| 0100.0000.341804 | | 1,950.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,950.00 |
| 0399-0000-208822 | | 648.00 | 156.00 | 0.00 | 0.00 | 0.00 | 804.00 |
| 01-0399-0000-208022 | E-FILING STATE FEE FOR CIVIL | 1,080.00 | 260.00 | 0.00 | 0.00 | 0.00 | 1,340.00 |
| 01-0369-0000-341917 | TRUANT CONDUCT FEE | 50.00 | 50.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 01-0385-0000-341402 | VITAL STATISTICS PRESERVATION | 17.00 | 10.00 | 0.00 | 0.00 | 0.00 | 27.00 |
| 01-0399-0000-208354 | JUDICIAL COURT PERSONNEL TRAI | 540.00 | 130.00 | 0.00 | 0.00 | 0.00 | 670.00 |
| **TOTALS :** | | 10,408.00 | 4,443.00 | 0.00 | 0.00 | 0.00 | 14,851.00 |

Detailed report has been sent to Auditor's Office.

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

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 10/01/2018-10/31/2018**

**Date Printed:** 11/8/2018
**Time Printed:** 4:33:04PM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFCAF | COUNTY ARREST FEE | 81 | 281.00 | 247.60 | 27.93 | 0.00 | 17.04 | 0.00 | 202.63 | 28.40 | 5.00 | 0.00 | 0100-0000-341804 |
| AFDPS | DPS ARREST FEE | 142 | 507.37 | 487.37 | 47.87 | 5.00 | 69.39 | 0.00 | 365.11 | 20.00 | 0.00 | 0.00 | 0399-0000-208400 |
| AFPWA | PARKS & WILDLIFE ARREST | 3 | 11.55 | 11.55 | 0.00 | 0.00 | 1.55 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| CS | CHILD SAFETY | 2 | 26.02 | 6.02 | 6.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20.00 | 0100-0000-341804 |
| CVC | CRIME VICTIMS FUND | 2 | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30.00 | 0.00 | 0.00 | 0399-0000-208300 |
| DIS | DISMISSAL FEE | 13 | 130.00 | 130.00 | 50.00 | 0.00 | 0.00 | 0.00 | 80.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DLQ | DELINQUENT COLLECTIONS | 27 | 1,016.06 | 1,016.06 | 67.94 | 0.00 | 102.50 | 0.00 | 845.62 | 0.00 | 0.00 | 0.00 | 01.0100.0000.20701 |
| DSC | DEFENSIVE DRIVING | 29 | 277.20 | 277.20 | 32.27 | 9.90 | 99.00 | 0.00 | 136.03 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FINE | FINE | 437 | 36,939.34 | 31,137.24 | 3,344.80 | 0.00 | 4,041.00 | 0.00 | 23,751.44 | 4,872.10 | 440.00 | 490.00 | 0100-0000-351304 |
| JCPT | JUDICIAL COURT PERSONNE | 2 | 4.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0399-0000-208500 |
| PWF | PARKS AND WILDLIFE FINE | 5 | 583.00 | 583.00 | 0.00 | 0.00 | 0.00 | 0.00 | 583.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209600 |
| TFC | TRAFFIC | 156 | 326.47 | 317.47 | 31.09 | 3.00 | 47.70 | 0.00 | 235.68 | 6.00 | 3.00 | 0.00 | 0100-0000-341804 |

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

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFC4. | CONTABLE ARREST FEE | 8 | 16.39 | 16.39 | 0.00 | 0.00 | 0.00 | 0.00 | 16.39 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| BOND | CASH BOND | 2 | 750.00 | 750.00 | 0.00 | 750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 01-0100-0000-20700 |
| C1W. | CONSTABLE 1 WARRANT | 4 | 79.21 | 79.21 | 15.41 | 0.00 | 8.56 | 0.00 | 55.24 | 0.00 | 0.00 | 0.00 | 0100-0000-341911 |
| C3W. | CONSTABLE 3 WARRANT | 6 | 107.27 | 57.27 | 19.00 | 0.00 | 0.00 | 0.00 | 38.27 | 50.00 | 0.00 | 0.00 | 0100-0000-341913 |
| C4W. | CONSTABLE 4 WARRANT | 39 | 979.82 | 829.82 | 104.13 | 0.00 | 63.62 | 0.00 | 662.07 | 150.00 | 0.00 | 0.00 | 0100-0000-341914 |
| CCC | CONSOLIDATED COURT ( | 260 | 7,040.92 | 6,619.72 | 739.72 | 40.00 | 817.96 | 0.00 | 5,022.04 | 341.20 | 40.00 | 40.00 | 0399-0000-208160 |
| CHS | COURTHOUSE SECURITY | 260 | 531.36 | 496.32 | 55.38 | 3.00 | 61.41 | 0.00 | 376.53 | 29.04 | 3.00 | 3.00 | 0360-0000-341150 |
| CHS2 | COURTHOUSE SECURITY | 2 | 2.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0361-0000-341154 |
| CHS2A | COURTHOUSE SECURITY | 256 | 173.09 | 163.41 | 18.45 | 1.00 | 20.47 | 0.00 | 123.49 | 7.68 | 1.00 | 1.00 | 0361-0000-341154 |
| COM | COMMITMENT | 21 | 66.50 | 33.10 | 0.00 | 0.00 | 11.33 | 0.00 | 21.77 | 33.40 | 0.00 | 0.00 | 0100-0000-341804 |
| CSF | CHILD SAFETY FUND | 2 | 44.25 | 44.25 | 25.00 | 0.00 | 0.00 | 0.00 | 19.25 | 0.00 | 0.00 | 0.00 | 0365.0000.341161 |
| CWF | WILLIAMSON COUNTY W | 12 | 307.78 | 257.78 | 0.00 | 0.00 | 28.42 | 0.00 | 229.36 | 50.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FA | FUGITIVE APPREHENSIOI | 2 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0399-0000-208170 |
| HISDPD | HUTTO ISD POLICE DEPT | 5 | 20.85 | 20.85 | 15.00 | 0.00 | 0.00 | 0.00 | 5.85 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| HWF | HUTTO POLICE DEPARTM | 1 | 13.80 | 13.80 | 0.00 | 0.00 | 0.00 | 0.00 | 13.80 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| IDF | INDIGENT DEFENSE FEE | 256 | 346.27 | 326.91 | 36.91 | 2.00 | 40.96 | 0.00 | 247.04 | 15.36 | 2.00 | 2.00 | 0399.0000.208703 |
| JCD | JUVENILE CRIME & DELI | 2 | 0.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.50 | 0.00 | 0.00 | 0399-0000-208180 |
| JCM | JUVENILE CASE MANAGI | 246 | 844.62 | 796.22 | 90.80 | 5.00 | 88.84 | 0.00 | 611.58 | 38.40 | 5.00 | 5.00 | 0103690000370000 |
| JCTF | JUSTICE COURT TECHNO | 258 | 700.48 | 661.76 | 73.84 | 4.00 | 81.88 | 0.00 | 502.04 | 30.72 | 4.00 | 4.00 | 0372-0000-341144 |
| JPDWF | JARRELL POLICE DEPAR | 2 | 100.00 | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| JRF | STATE JURY REIMBURSE | 258 | 700.48 | 661.76 | 73.84 | 4.00 | 81.88 | 0.00 | 502.04 | 30.72 | 4.00 | 4.00 | 0399-0000-208235 |
| JSF | JUDICIAL SUPPORT FEE | 258 | 1,046.75 | 988.67 | 110.76 | 6.00 | 122.84 | 0.00 | 749.07 | 46.08 | 6.00 | 6.00 | 0399-0000-208352 |
| MISC REV | MISCELLANIOUS REVENI | 1 | 3.00 | 3.00 | 0.00 | 0.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-370500 |
| MV | STATE CIVIL JUSTICE DA | 157 | 10.86 | 10.56 | 1.13 | 0.10 | 1.49 | 0.00 | 7.84 | 0.20 | 0.10 | 0.00 | 0399-0000-208415 |
| OGW | OVER GROSS WEIGHT | 4 | 524.00 | 524.00 | 0.00 | 0.00 | 324.00 | 0.00 | 200.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208850 |
| REL | RELEASE | 21 | 66.50 | 33.10 | 0.00 | 0.00 | 11.33 | 0.00 | 21.77 | 33.40 | 0.00 | 0.00 | 0100-0000-341804 |
| RRWF | ROUND ROCK POLICE DE | 1 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0100-0000-341804 |
| SPF | SPECIAL PROCESSING FE | 15 | 1,450.00 | 1,250.00 | 440.90 | 0.00 | 0.00 | 0.00 | 809.10 | 0.00 | 0.00 | 200.00 | 0100-0000-341804 |
| STF | STATE TRAFFIC FEE | 155 | 3,234.75 | 3,174.75 | 310.91 | 30.00 | 477.00 | 0.00 | 2,356.84 | 30.00 | 30.00 | 0.00 | 0399-0000-208425 |
| SUB | SUBPOENA FEE | 21 | 63.68 | 63.68 | 10.00 | 0.00 | 4.55 | 0.00 | 49.13 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| SUM | SUMMONS FEE | 34 | 104.73 | 99.73 | 32.10 | 0.00 | 10.00 | 0.00 | 57.63 | 0.00 | 0.00 | 5.00 | 0100-0000-341914 |
| SWF | STATE WARRANT FEE | 1 | 34.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 34.24 | 0.00 | 0.00 | 0399-0000-208400 |
| THWF | THRALL POLICE DEPART | 3 | 114.44 | 114.44 | 0.00 | 0.00 | 100.00 | 0.00 | 14.44 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| TP | TIME PAYMENT | 108 | 1,327.29 | 1,160.29 | 125.73 | 0.00 | 221.76 | 0.00 | 812.80 | 142.00 | 25.00 | 0.00 | 0399-0000-208860 |
| TPDF | TRUANCY PREVENTION . | 228 | 326.73 | 307.37 | 36.07 | 2.00 | 33.21 | 0.00 | 236.09 | 15.36 | 2.00 | 2.00 | 01-0399-0000-20803 |
| TWF | TAYLOR POLICE DEPART | 2 | 69.70 | 19.70 | 0.00 | 0.00 | 0.00 | 0.00 | 19.70 | 50.00 | 0.00 | 0.00 | 0100-0000-341804 |
| TWFIN | TOLLWAY ADMINISTRAT | 8 | 219.46 | 219.46 | 0.00 | 0.00 | 120.10 | 0.00 | 99.36 | 0.00 | 0.00 | 0.00 | 0100-0000-207027 |

Detailed report has been sent to Auditor's Office.

| TOTALS SUMMARY | 3818 | 60,831.73 | 54,112.83 | 5,943.00 | 865.00 | 7,212.79 | 0.00 | 40,092.04 | $6,148.80 | 570.10 | 782.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | |
| **Cash** | $5,943.00 | | | **CSR Credit** | $570.10 | **Post for Refund** $0.00 |
| **Checks** | $865.00 | | | **Jail Credit** | $6,148.80 | |
| **Money Orders** | $7,212.79 | | | | | **Over Payments** $0.00 |
| **Credit Cards :** | $40,092.04 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | **Non-Monetary** $782.00 |
| **TOTAL CURRENCY** | $54,112.83 | **ESCROW PAID** | $0.00 | **TRAN. FEES** | $0.00 | **TOTAL** $7,500.90 **TOTAL PAID** $0.00 |

Detailed report has been sent to Auditor's Office.

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

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 10/01/2018-10/31/2018**

**Date Printed:** 11/8/2018
**Time Printed:** 4:33:04PM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERSDIRECT DEPOSIT | | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 01-0100-0000-207008 | | 750.00 | 0.00 | 0.00 | 0.00 | 0.00 | 750.00 |
| 0100-0000-209600 | | 0.00 | 583.00 | 0.00 | 0.00 | 0.00 | 583.00 |
| 0100-0000-341804 | | 1,030.93 | 1,790.13 | 479.20 | 0.00 | 0.00 | 3,300.26 |
| 0100-0000-341911 | | 23.97 | 55.24 | 0.00 | 0.00 | 0.00 | 79.21 |
| 0100-0000-341913 | | 19.00 | 38.27 | 50.00 | 0.00 | 0.00 | 107.27 |
| 0100-0000-341914 | | 224.40 | 785.22 | 155.00 | 0.00 | 0.00 | 1,164.62 |
| 0100-0000-351304 | | 7,385.80 | 23,751.44 | 5,802.10 | 0.00 | 0.00 | 36,939.34 |
| 0100-0000-370500 | | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.00 |
| 0360-0000-341150 | | 119.79 | 376.53 | 35.04 | 0.00 | 0.00 | 531.36 |
| 0361-0000-341154 | | 39.92 | 125.49 | 9.68 | 0.00 | 0.00 | 175.09 |
| 0365.0000.341161 | | 25.00 | 19.25 | 0.00 | 0.00 | 0.00 | 44.25 |
| 0372-0000-341144 | | 159.72 | 502.04 | 38.72 | 0.00 | 0.00 | 700.48 |
| 0399-0000-208160 | | 1,597.68 | 5,022.04 | 421.20 | 0.00 | 0.00 | 7,040.92 |
| 0399-0000-208170 | | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 10.00 |
| 0399-0000-208180 | | 0.00 | 0.00 | 0.50 | 0.00 | 0.00 | 0.50 |
| 0399-0000-208235 | | 159.72 | 502.04 | 38.72 | 0.00 | 0.00 | 700.48 |
| 0399-0000-208300 | | 0.00 | 0.00 | 30.00 | 0.00 | 0.00 | 30.00 |
| 0399-0000-208352 | | 239.60 | 749.07 | 58.08 | 0.00 | 0.00 | 1,046.75 |
| 0399-0000-208400 | | 123.81 | 375.11 | 54.24 | 0.00 | 0.00 | 553.16 |
| 0399-0000-208425 | | 817.91 | 2,356.84 | 60.00 | 0.00 | 0.00 | 3,234.75 |
| 0399-0000-208500 | | 0.00 | 0.00 | 4.00 | 0.00 | 0.00 | 4.00 |
| 0399-0000-208850 | | 324.00 | 200.00 | 0.00 | 0.00 | 0.00 | 524.00 |
| 0399-0000-208860 | | 347.49 | 812.80 | 167.00 | 0.00 | 0.00 | 1,327.29 |
| 0399.0000.208703 | | 79.87 | 247.04 | 19.36 | 0.00 | 0.00 | 346.27 |
| 0399-0000-208415 | | 2.72 | 7.84 | 0.30 | 0.00 | 0.00 | 10.86 |
| 0100-0000-207027 | | 120.10 | 99.36 | 0.00 | 0.00 | 0.00 | 219.46 |
| 01.0100.0000.207017 | DLQ FEE | 170.44 | 845.62 | 0.00 | 0.00 | 0.00 | 1,016.06 |
| 0103690000370000 | JUVENILE CASE MANAGER FUND | 184.64 | 611.58 | 48.40 | 0.00 | 0.00 | 844.62 |
| 01-0399-0000-208034 | TRUANCY PREVENTION AND DIVEI | 71.28 | 236.09 | 19.36 | 0.00 | 0.00 | 326.73 |
| **TOTALS :** | | 14,020.79 | 40,092.04 | 7,500.90 | 0.00 | 0.00 | 61,613.73 |

Detailed report has been sent to Auditor's Office.

CRIMINAL

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 11/20/2018

Asset Auction 11-20-2018

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including one (1) Laptop and twenty-two (22) Desktops, pursuant to Tx. Local Gov't Code 263.152.

**Background**

Please see attached lists for details.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Attachment 1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 11:02 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:47 PM |
| Form Started By: Jayme Jasso | | Started On: 11/14/2018 03:28 PM |
| Final Approval Date: 11/15/2018 | | |

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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

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

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) A# | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| [redacted] | | — | | Working |
| 1 | Optiplex CPU | Service Tag #GQTYDX1 65823 | | Working |
| 1 | Optiplex CPU | Service Tag #GQTVDX1 65834 | | Working |
| 1 | Optiplex CPU | Service Tag #6VVC4V1 — | | Working |
| 1 | Optiplex CPU | Service Tag #2ZZHQD2 166584 | | Working |

**Parties involved:** ** AUCTION PROCEEDS DO NOT NEED TO BE RETURNED TO WCCHD **

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

**Contact Person:**

Susan Carranco
Print Name

+1 (512) 943-3600
Phone Number

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

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

Print Name

Signature

Date

RECEIVED
OCT 23 2018
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**Contact Person:**

Print Name

Phone Number

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

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

FrmAudASCF01 revision 07/2014

# Williamson County
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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) A# | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Optiplex CPU | Service Tag # B58MZQ1 56712 | | Working |
| 1 | Optiplex CPU | Service Tag # FFT06K2 193788 | | Working |
| 1 | Optiplex CPU | Service Tag # 6VX44V1 ——— | | Working |
| 1 | Optiplex CPU | Service Tag # GQ9H8C2 166595 | | Working |
| 1 | Optiplex CPU | Service Tag # B58VZQ1 56715 | | Working |

**Parties involved:** **AUCTION PROCEEDS DO NOT NEED TO BE RETURNED TO WCCHD**

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/ Authorized Staff:**

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Print Name

Michelle Broddrick
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Date

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|---|---|---|---|---|
| 1 | Optiplex CPU | Service Tag # 5W80X12 | | Working |
| 1 | Optiplex CPU | Service Tag # 6NCBMS1 59117 | | Working |
| 1 | Optiplex CPU | Service Tag # 5YRF8Y1 | | Working |
| 1 | Optiplex CPU | Service Tag # 6VY84V1 | | Working |
| 1 | Optiplex CPU | Service Tag # 5W72X12 | | Working |

**Parties involved:** **AUCTION PROCEEDS DO NOT NEED TO BE RETURNED TO WCCHD**

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

**Contact Person:**

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+1 (512) 943-3600
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|---|---|---|---|---|
| 1 | Optiplex CPU | Service Tag # 6JJ3WV1 ——— | | Working |
| 1 | Optiplex CPU | Service Tag # GQTXDX1 65836 | | Working |
| 1 | Optiplex CPU | Service Tag # 1M3LCX1 ——— | | Working |
| 1 | Optiplex CPU | Service Tag # B59HZQ1 56716 | | Working |
| 1 | Optiplex CPU | Service Tag # 5W81X12 ——— | | Working |

**Parties involved:** * AUCTION PROCEEDS DO NOT NEED TO BE RETURNED TO WCCHD **

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

**Contact Person:**

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+1 (512) 943-3600
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|---|---|---|---|---|
| 1 | Optiplex CPU | Service Tag # 5W90X12 | | Working |
| 1 | Optiplex CPU | Service Tag # 6NZGW52 14D328 | | Working |
| 1 | Optiplex CPU | Service Tag # 152JMS1 59118 | | Working |
| [redacted] | | | | Working |
| | | | | Working |

**Parties involved:** ** AUCTION PROCEEDS DO NOT NEED TO BE RETURNED TO WCCHD**

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Michelle Broddrick
Print Name

Michelle Broddrick
Signature

Date

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| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) A# | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Laptop | Service Tag # BW86F12 | | Working |
| [redacted] | | | | Working |
| | | | | Working |
| | | | | Working |
| | | | | Working |

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**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

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Print Name

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Signature

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|---|---|---|---|---|
| [redacted] | | | | Working |
| | | | | Working |
| | | | | Working |
| | | | | Working |
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**Transferor - Elected Official/Department Head/ Authorized Staff:**

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Print Name

Michelle Broddrick
Signature

Date

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+1 (512) 943-3600
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|---|---|---|---|---|
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| | | | | Working |
| | | | | Working |
| | | | | Working |
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Print Name

Michelle Broddrick
Signature

Date

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|---|---|---|---|---|
| [redacted] | | | | Working |
| | | | | Working |
| | | | | Working |
| | | | | Working |
| | | | | Working |

**Parties involved:** **#AUCTION PROCEEDS DO NOT NEED TO BE RETURNED TO WCCHD**

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

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Michelle Broddrick
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Print Name

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Date

**Contact Person:** RECEIVED

Print Name

OCT 23 2018

Phone Number AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS

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

Location: 350 Discovery Blvd Cedar Park Contact -

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|---|---|---|---|---|
| [redacted] | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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Print Name

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Located at 350 Discovery Blvd, Cedar Park Contact - Patricia Hanes

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 11/20/2018

Discuss consider and take appropriate action on approval of the final plat for the Terri 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 Terri 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**

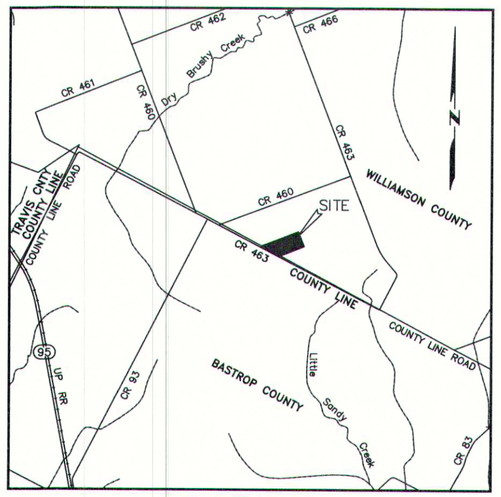
Final Plat - Terri Gomez

---

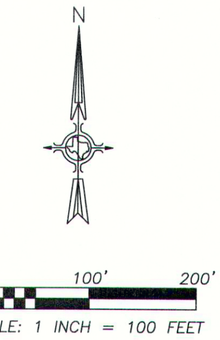
**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:48 PM |
| Form Started By: Adam Boatright | | Started On: 11/15/2018 10:48 AM |
| Final Approval Date: 11/15/2018 | | |

# FINAL PLAT OF
# TERRI GOMEZ SUBDIVISION




VICINITY MAP
(NOT TO SCALE)




SCALE: 1 INCH = 100 FEET

W/CAP

N21°24'28"W 354.16'

GRID COORDINATES
N=10,126,434.78 U.S. FEET
E=3,237,202.37 U.S. FEET

W/CAP
"RPLS 1753"

ANGEL SANCHEZ
CALLED 15.103 AC.
DOC. NO. 2016010166
O.P.R.W.C.T.

WCAD ID: R548909
COUNTY ROAD 460
COUPLAND, TX 78615

MARIA VELAZQUEZ
CALLED 10.838 AC.
DOC. 2016036873
O.P.R.W.C.T.

WCAD ID: R008617
5184 COUNTY ROAD 463
COUPLAND, TX 78615

25' OSSF SETBACK
FROM DRAINAGE WAY

155.12'

25' OSSF SETBACK
FROM DRAINAGE WAY

S21°20'51"E 468.61'

313.49'

N68°48'24"E 1177.42'

LOT 1
BLOCK 1
3.949 ACRES

TERRI GOMEZ
CALLED 10.444 ACRES
DOC. NO. 2018029626
O.P.R.W.C.T.

WCAD ID: R549291
5050 COUNTY ROAD 463
COUPLAND, TX 78615

S68°48'24"W 1040.77'

W/CAP
"RPLS 1753"

W/CAP
"RPLS 1753"

27.8'

540'

N62°39'30"W 207.00'

N62°39'30"W 231.61'

25' BUILDING
SETBACK LINE

MARCUS HANNIBLE SURVEY
ABSTRACT NO. 299

5-FOOT-WIDE
RIGHT-OF-WAY DEDICATION

10-FOOT-WIDE P.U.E

20-FOOT-WIDE
MANVILLE WATER
SUPPLY CORPORATION
EXCLUSIVE EASEMENT
DOC.

LOT 2
BLOCK 1
6.501 ACRES

L1

CENTERLINE OF COUNTY ROAD 463
(COUNTY LINE ROAD)
(VARIABLE WIDTH R.O.W.)

N62°18'20"W 390.59'

ISAAC CASNER SURVEY
ABSTRACT NO. 19

S68°51'49"W 768.49'

ADRIANA ESQUIVEL AND
HERMEREGILDO ALVAREZ-SANCHEZ
CALLED 14.746 AC.
DOC. NO. 2015105290
O.P.R.W.C.T.

WCAD ID: R543263
COUNTY ROAD 463
ELGIN, TX 78621

41.7'

24.6'

S80°26'E 918' TO SOUTHEAST
CORNER OF THE MARCUS HANNIBLE
SURVEY, ABSTRACT NO. 299

P.O.B.
W/CAP
"RPLS 1753"
GRID COORDINATES
N=10,125,721.28 U.S. FEET
E=3,236,656.22 U.S. FEET

WILLIAMSON COUNTY

APPROXIMATE COUNTY LINE

BASTROP COUNTY

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 62°39'30" W | 24.61' |

DRIVEWAY CULVERT DESIGN TABLE

| LOT # | CULVERT SIZE (IN) | CULVERT LENGTH (FT.) | INVERT ELEVATION (IN) | INVERT ELEVATION (OUT) |
|---|---|---|---|---|
| 1 | 18 | 44' | | |
| 2 | 18 | 44' | | |

OWNERS: TERRI ANN GOMEZ
1785 CR 460
COUPLAND, TX 78615
(512) 590-5718
tgomez001@yahoo.com

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

ENGINEER: JENNIFER L. HENDERSON, P.E.
M&S ENGINEERING
TEXAS PROFESSIONAL ENGINEERING FIRM F-1394
102 W. MORROW STREET, STE. 101
GEORGETOWN, TX 78626
(512) 942-5310
jhenderson@msengr.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: 0.071 ACRE

TOTAL ACREAGE: 10.450 ACRES

DATE SUBMITTED: JULY 23, 2018
REVISED: OCTOBER 10, 2018
REVISED: OCTOBER 24, 2018
REVISED: NOVEMBER 1, 2018

## LEGEND

| | |
|---|---|
| ● | IRON ROD FOUND WITH CAP |
| O | ½" IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING" |
| R.O.W. | RIGHT-OF-WAY |
| P.O.B. | POINT OF BEGINNING |
| P.U.E. | PUBLIC UTILITY EASEMENT |

METES AND BOUNDS DESCRIPTION

FOR A 10.450 ACRE TRACT OF LAND SITUATED IN THE MARCUS HANNIBLE SURVEY, ABSTRACT NO. 299, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 10.444 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO TERRI GOMEZ, RECORDED IN DOCUMENT NO. 2018029626 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 10.450 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "RPLS 1753" (Grid Coordinates: N=10,125,721.28 US Feet, E=3,236,656.22 US Feet), monumenting the southwest corner of said 10.444 acre Gomez tract and the northwest corner of the called 14.746 acre tract of land described in a Warranty Deed with Vendor's Lien to Adriana Esquivel and Hermeregildo Alvarez-Sanchez, recorded in Document No. 2015105290 of the Official Public Records of Williamson County, Texas, same being on the northeasterly right-of-way line of County Road 463 (County Line Road) a variable with right-of-way, for the southwest corner and POINT OF BEGINNING hereof;

THENCE, with the west boundary line of said 10.444 acre Gomez tract and said northeasterly right-of-way line of County Road 463, the following two (2) courses and distances:

1. N 62°18'20" W for a distance of 390.59 feet to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

2. N 62°39'30" W for a distance of 231.61 feet to an iron rod found with cap marked "RPLS 1753" monumenting the northwest corner of said 10.444 acre Gomez tract and the southwest corner of the called 10.838 acre tract of land described in a General Warranty Deed with Vendor's Lien to Maria Velazquez, recorded in Document No. 2016036873 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof;

THENCE, departing said northeasterly right-of-way line of County Road 463, N 68°48'24" E with the north boundary line of said 10.444 acre Gomez tract and the south boundary line of said 10.838 acre Velazquez tract for a distance of 1177.42 feet to an iron rod found with cap marked "RPLS 1753" (Grid Coordinates: N=10,126,434.78 US Feet, E=3,237,202.37 US Feet), monumenting the northeast corner of said 10.444 acre Gomez tract and the southeast corner of said 10.838 acre Velazquez tract, same being on the west boundary line of the called 15.103 acre tract of land described in a General Warranty Deed with Vendor's Lien to Angel Sanchez, recorded in Document No. 2016010166 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which an iron rod found with cap monumenting the northeast corner of said 10.838 ace Velazquez tract, bears N 21°24'28" W for a distance of 354.16 feet;

THENCE, S 21°20'51" E with the east boundary line of said 10.444 acre Gomez tract and the west boundary line of said 15.103 acre Sanchez tract for a distance of 468.61 feet to an iron rod found with cap marked "RPLS 1753" monumenting the southeast corner of said 10.444 acre Gomez tract and the southwest corner of said 15.103 acre Sanchez tract, same being on the north boundary line of said 14.746 acre Alvarez-Sanchez tract, for the southeast corner hereof;

THENCE, S 68°51'49" W with the south boundary line of said 10.444 acre Gomez tract and the north boundary line of said 14.746 acre Alvarez-Sanchez tract for a distance of 768.49 feet to the POINT OF BEGINNING hereof, and containing 10.450 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 1.00009.



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

# FINAL PLAT OF
# TERRI GOMEZ SUBDIVISION

I, Jennifer Henderson, Registered Professional Engineer in the State of Texas, do hereby certify that this plat is not located within the Edwards Aquifer Recharge Zone and is not encroached by a special flood hazard area inundated by the 100-year flood as identified by the U.S. Federal Emergency Management Agency (FEMA) Boundary Map, (Flood Insurance Rate Map), Community Panel Number 48497C0725E, Dated September 26, 2008 for Williamson County, Texas. I have verified the size of the driveway drainage pipes.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 11TH DAY OF NOVEMBER, 2018.

11/11/18
JENNIFER L. HENDERSON, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

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.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

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

11/15/18
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

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. 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.
9. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
10. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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.

NOV. 13, 2018
SHANE SHAFER DATE
REGISTERED PROFESSIONAL LICENSED SURVEYOR, NO. 5281
STATE OF TEXAS

STATE OF TEXAS
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 GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018029626 OF 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 TERRI GOMEZ SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13TH DAY OF NOVEMBER, 2018

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 13TH DAY OF NOVEMBER, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

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.

ALL PUBLIC DEDICATION SHALL BE ACCOMPLISHED FREE OF LIENS.

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.

ADDRESSING

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15TH DAY NOVEMBER, 2018 A.D.

Teresa Bak
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

DAN A GATTIS, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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



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116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 11/20/2018

Canvass of election returns for General Election held on November 6, 2018.

**Submitted For:** Chris Davis **Submitted By:** Jenifer Favreau, Elections

**Department:** Elections

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss and take appropriate action to conduct local canvass of election returns for the General Election held on November 6, 2018 and to approve all documents related to the canvass of election returns.

### Background

The canvass may not be conducted until the early voting ballot board has verified and counted all provisional ballots and counted all timely received ballots cast by mail. The post-election Early Voting Ballot Board will meet on Friday, November 16, 2018 at 9:00am. After the board completes work, the canvass reports, including the Precinct by Precinct Report and the Summary Report, will be printed for submission to the Court.

## 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 | 11/14/2018 09:53 AM |
| Form Started By: Jenifer Favreau | | Started On: 11/13/2018 12:41 PM |
| Final Approval Date: 11/14/2018 | | |

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 11/20/2018

Director, Veterans Services

**Submitted For:** Donna Harrell **Submitted By:** Donna Harrell, Veteran Services

**Department:** Veteran Services

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Recognize Valerie Zimmerman, former Veteran Service Employee being recognized as Veteran Service Officer of the Year for 2017, Central Texas Region.

### Background

The Veteran Service Officers Association of Texas gives recognition every year for a Veteran Service Officer who has excelled at their position. This award is nominated by Supervisors and other peers in their District. Ms. Zimmerman, who has unfortunately left Williamson County for another position, has been awarded this recognition. It is important to note that this is also a recognition for the work that this Department does and continues to do. The Award will be presented by Thomas Belton, current Vice President of the Association.

## 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 | 11/14/2018 11:36 AM |
| Form Started By: Donna Harrell | | Started On: 11/14/2018 11:29 AM |
| Final Approval Date: 11/14/2018 | | |

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 11/20/2018

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

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 10/29/2018 08:34 AM |
| Form Started By: Lydia Linden | | Started On: 10/26/2018 05:36 PM |
| Final Approval Date: 10/29/2018 | | |

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 11/20/2018

Road Bond Construction Summary Report

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

November 2018 CSR

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/14/2018 12:19 PM |
| Form Started By: Dawn Haggard | | Started On: 11/14/2018 09:33 AM |
| Final Approval Date: 11/14/2018 | | |

# ROAD BOND PROGRAM

## Construction Summary Report

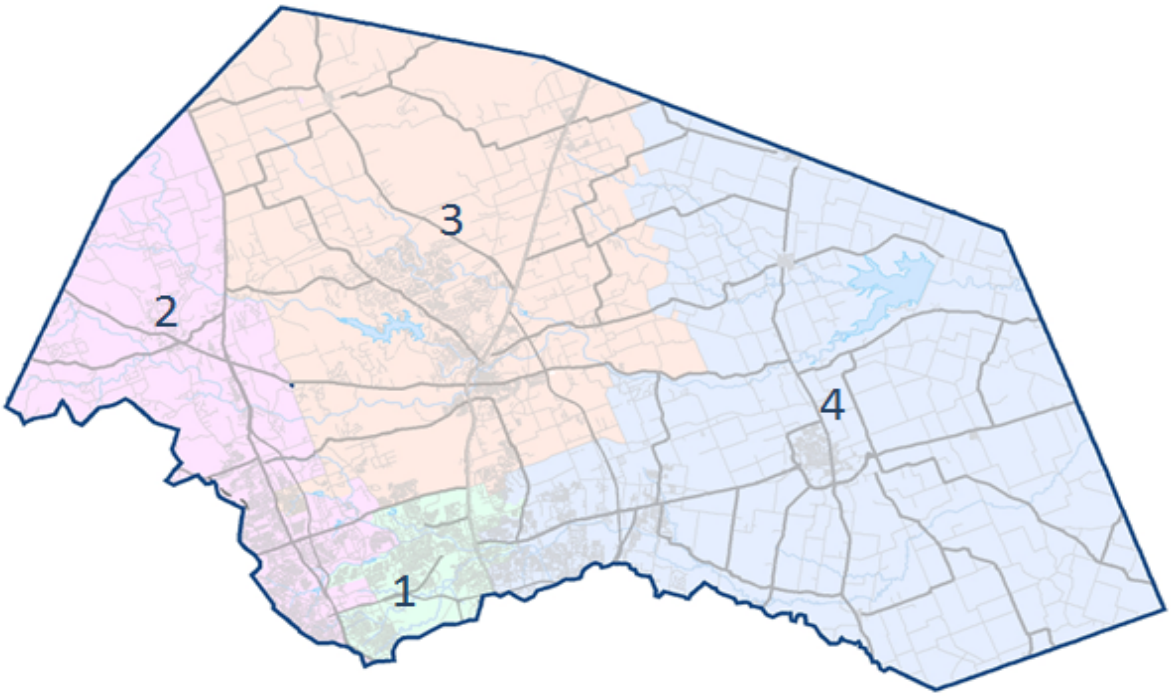
**County Judge**
**Dan Gattis**

**Commissioners**
**Terry Cook**
**Cynthia Long**
**Valerie Covey**
**Larry Madsen**

# November 2018

WWW.ROADBOND.ORG

Volume XVII - Issue No.11




**Presented By:**

PRIME STRATEGIES, INC.

HNTB

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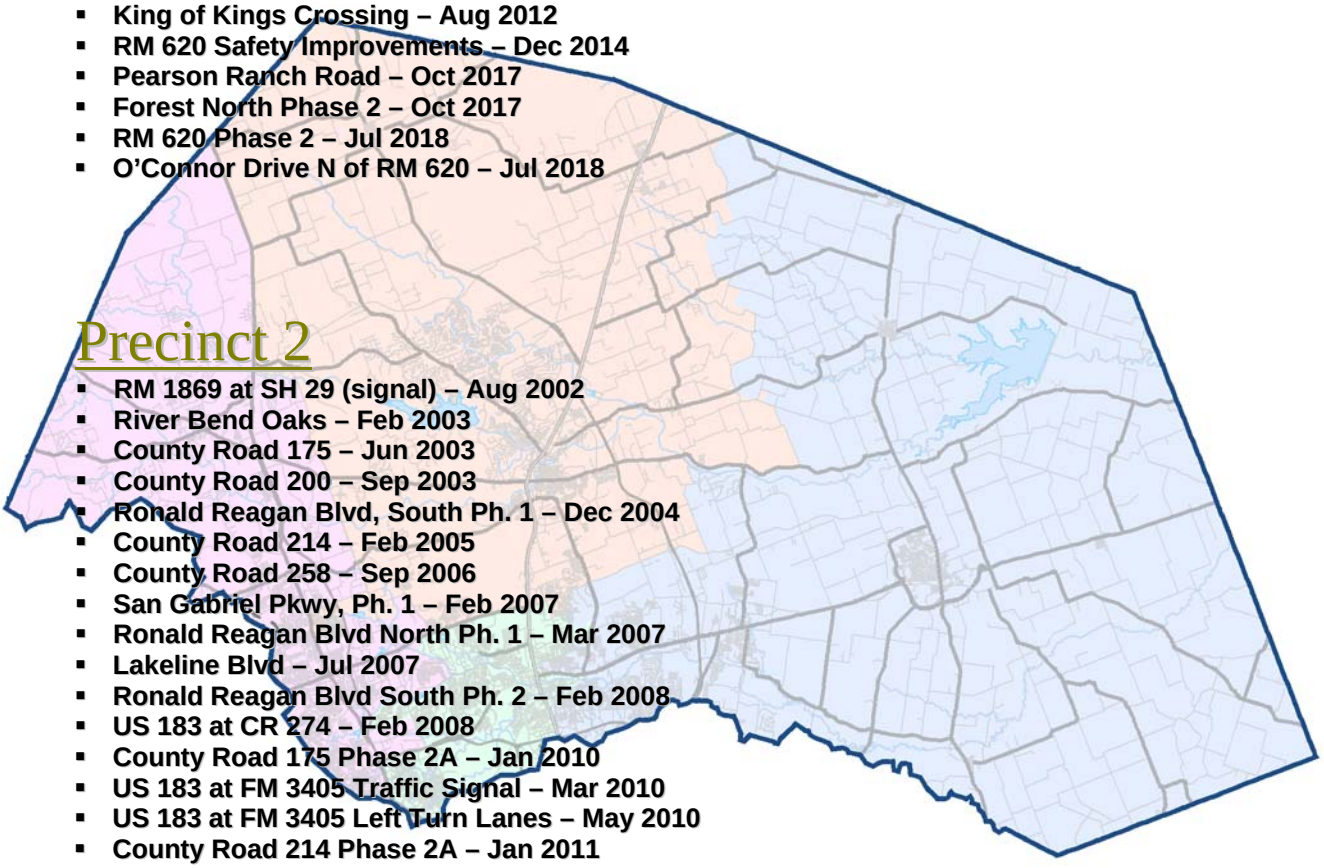
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

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

### Precinct 1

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



### Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**

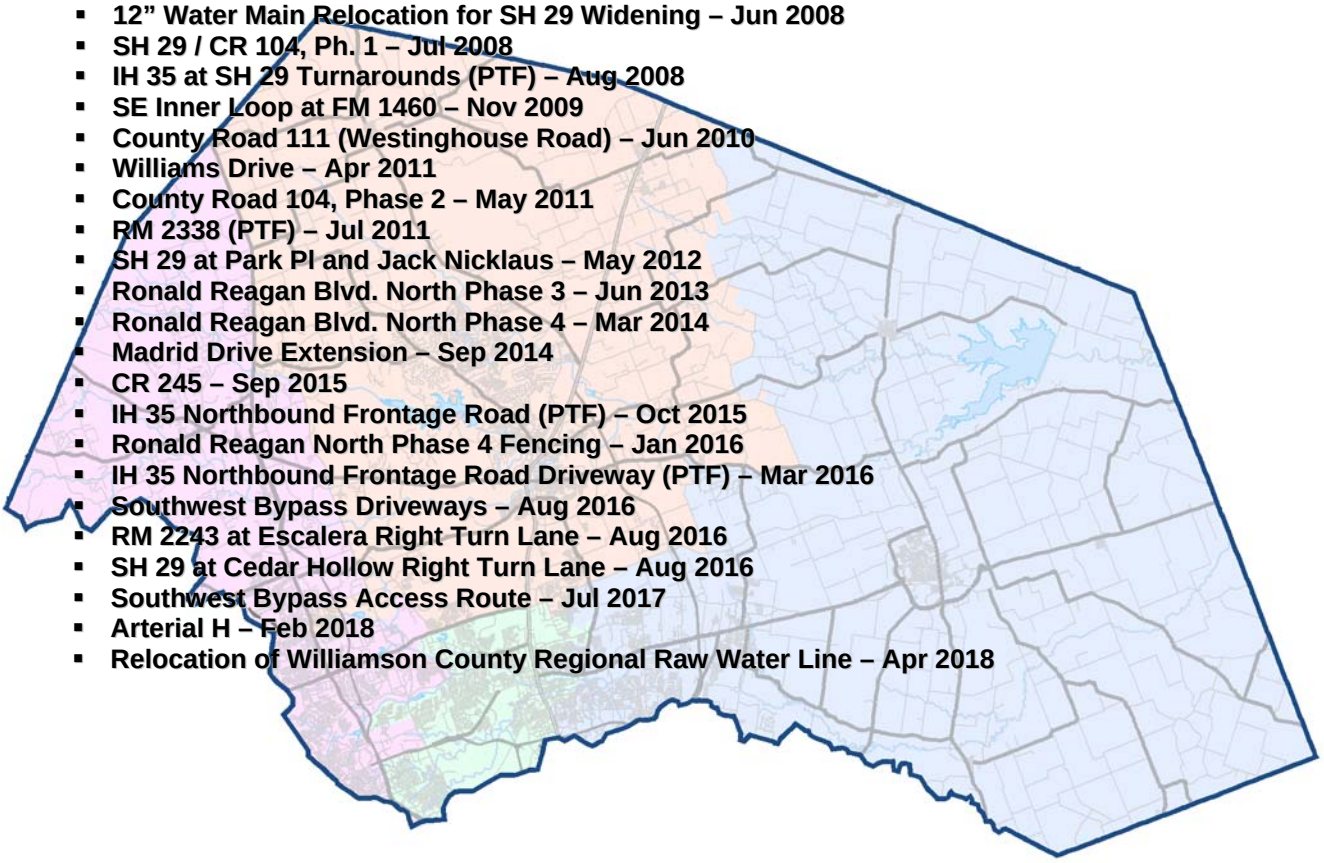
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

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

## Precinct 3

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



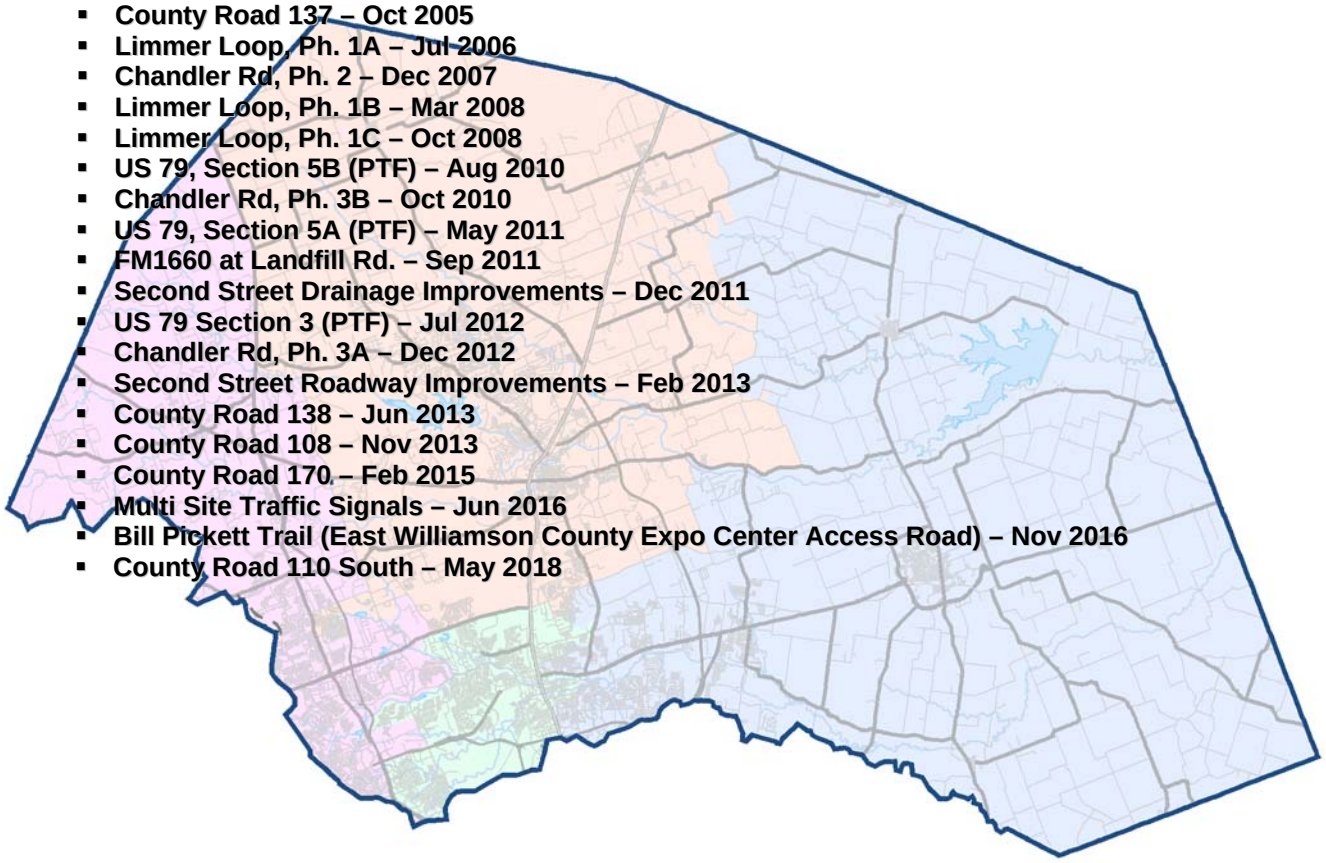
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

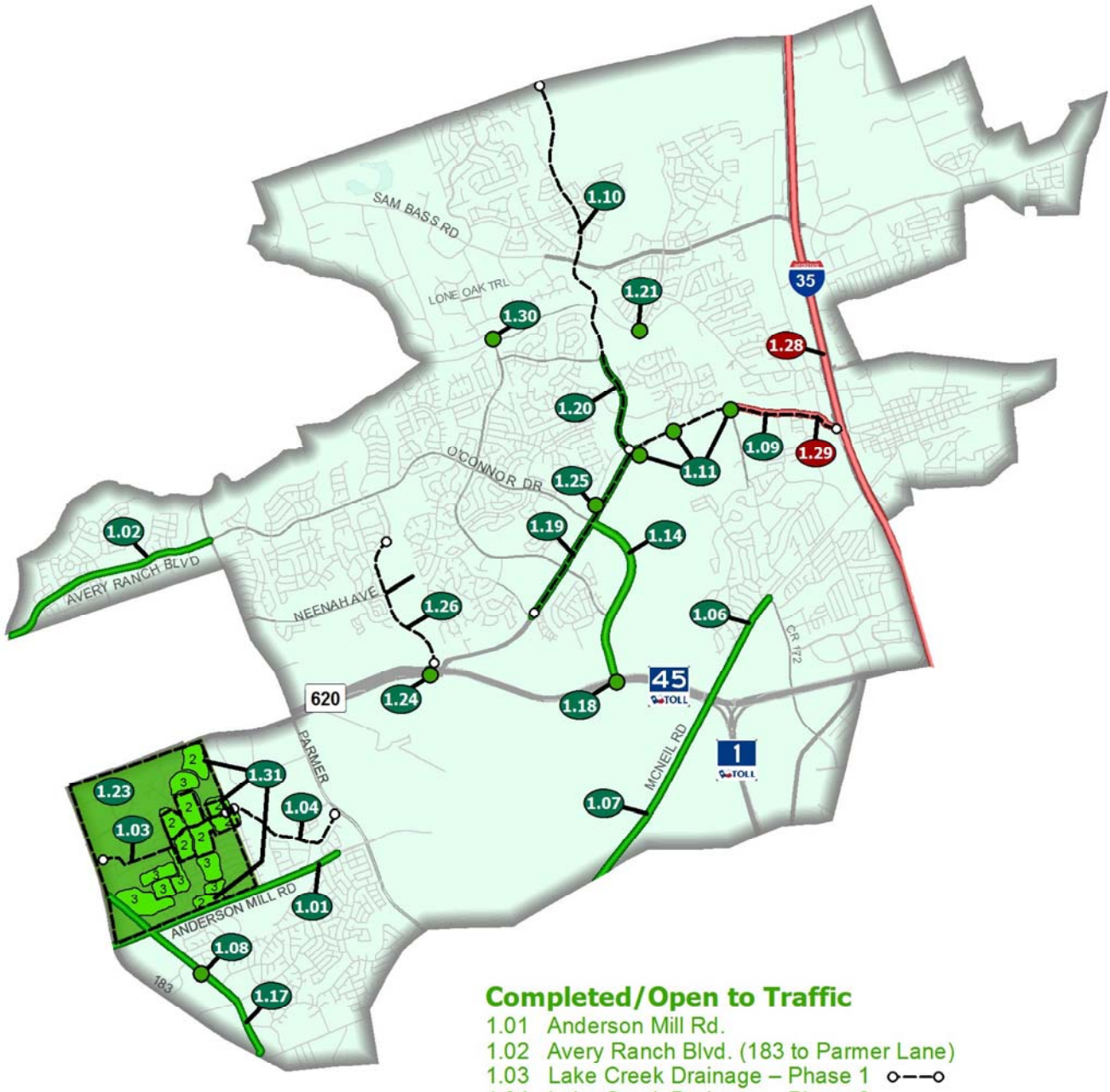
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2018

## Precinct 4

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



# 2006 Road Bond Program Projects
# Precinct 1 - Commissioner Cook



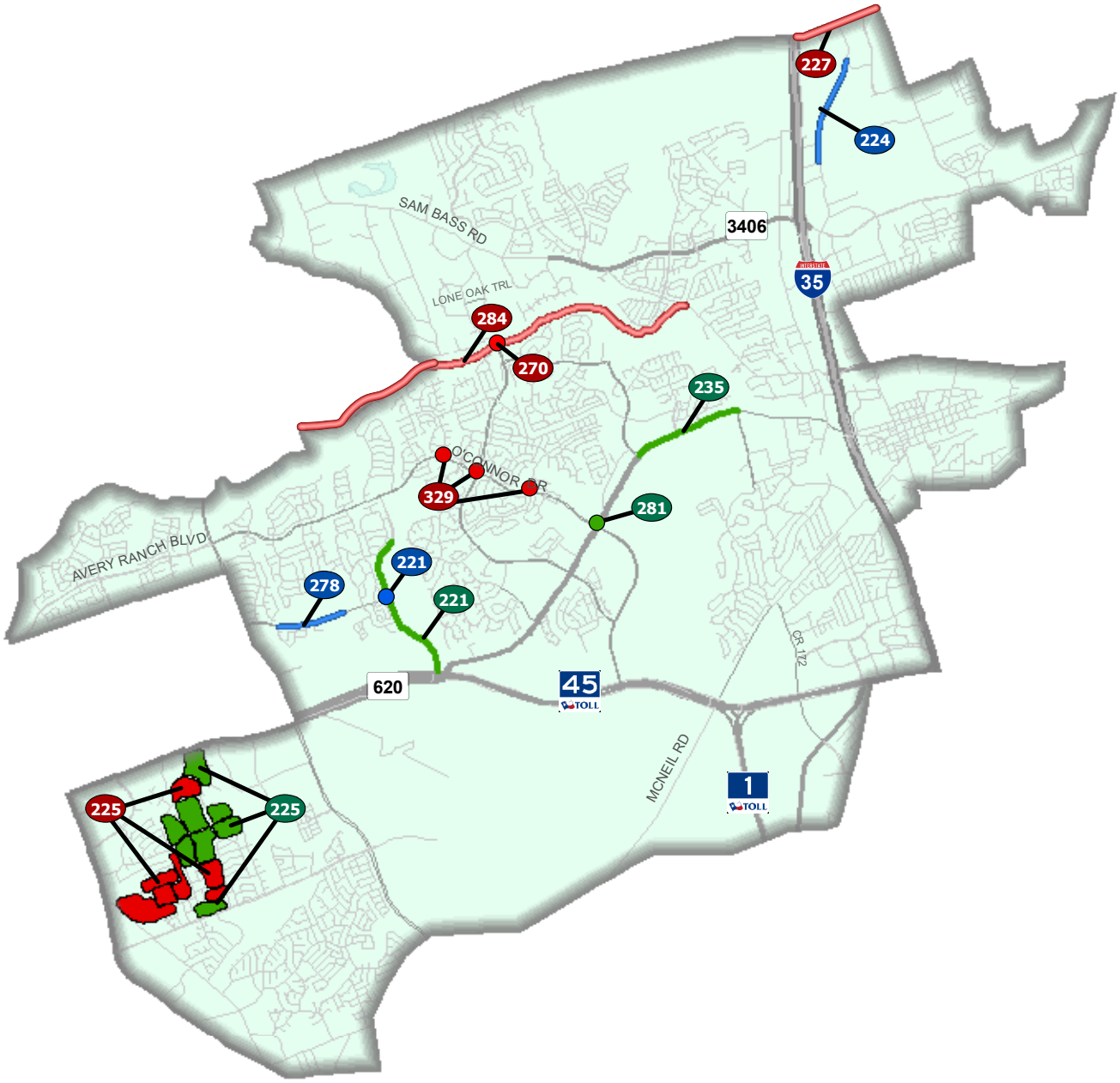

## Completed/Open to Traffic

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

## In Design

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

# 2013 Road Bond Program Projects
# Precinct 1 - Commissioner Cook




## Completed/Open to Traffic

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

## Under Construction/Bidding

221 Neenah Avenue and Pearson Ranch Road Traffic Signal
224 North Mays Street Extension (Paloma Dr. to Oakmont Dr.)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

## In Design

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

**RM 620 Phase 2 (Wyoming Springs to Deep Wood/O'Connor Drive North of Rm 620**

**Project No. 1608-108** Original Contract Price = $6,082,225.70

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

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

11/2/2018 Comments - Asphalt repairs have been completed. Records are being prepared for TxDOT Audit.

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

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

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

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

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

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

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

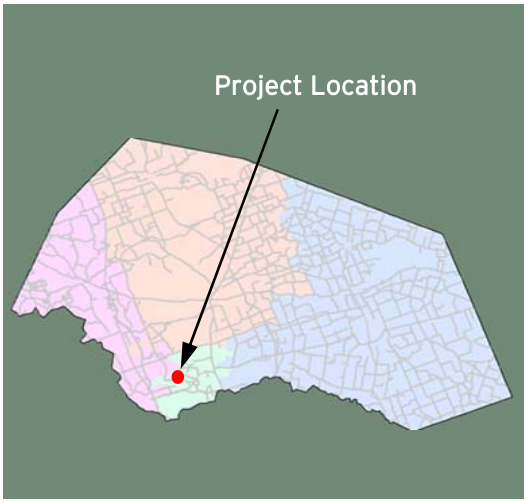
3F: County Convenience. Additional work desired by the County. This Change Order adds the removal of the raised center median on Oaklands at RM 620 and lengthens the inside left turn lane.

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

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

Adjusted Price = $6,289,321.47






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

Project Length: .56 miles
Roadway Classification: Minor Arterial

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



## OCTOBER 2018 IN REVIEW

**10/5/2018:** Smith Contracting continued placing various courses of flexible base for the roadway widening. Concrete continued to be formed and poured for the southside shared use path (SUP) between Olive Hill and Altona Way. The filtration system was installed in the filtration pond.

**10/12/2018:** The Contractor placed final course flexible base for the roadway widening and began cutting to grade the final course flexible base. Curb and gutter was removed at the west end.

**10/19/2018:** Curb and gutter placement began along the eastbound lane.

**10/26/2018:** Curb and gutter placement was completed along the eastbound lane and on Altona and Solera Streets. The final two curb ramps and the southside SUP were completed. Subcontractor ESSI began metal beam guard fence (MBGF) installation along the eastbound lane east of Solera Dr.

**11/2/2018:** Forming and pouring the mow strip was completed along the eastbound lane. 3'x5' rock was placed on access drives to the ponds. Subcontractor ESSI completed MBGF installation along the eastbound lane east of Solera Dr. A concrete cap was extended over an existing box culvert.



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

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $2,529,398.54

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

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/5/2018 | 2/23/2018 | 19 | $125,365.50 | $125,365.50 | $13,929.50 | $13,929.50 | 5 | 5 |
| 2 | 2/24/2018 | 3/23/2018 | 28 | $150,775.20 | $276,140.70 | $16,752.80 | $30,682.30 | 12 | 13 |
| 3 | 3/24/2018 | 4/25/2018 | 33 | $191,501.10 | $467,641.80 | $21,277.90 | $51,960.20 | 20 | 23 |
| 4 | 4/26/2018 | 5/25/2018 | 30 | $161,682.75 | $629,324.55 | $17,964.75 | $69,924.95 | 28 | 31 |
| 5 | 5/26/2018 | 6/25/2018 | 31 | $247,558.88 | $876,883.43 | $27,506.54 | $97,431.49 | 38 | 40 |
| 6 | 6/26/2018 | 7/25/2018 | 30 | $213,856.20 | $1,090,739.63 | $23,761.80 | $121,193.29 | 48 | 49 |
| 7 | 7/26/2018 | 8/25/2018 | 31 | $208,142.94 | $1,298,882.57 | $23,127.00 | $144,320.29 | 57 | 58 |
| 8 | 8/26/2018 | 9/25/2018 | 31 | $137,292.48 | $1,436,175.05 | $15,254.72 | $159,575.01 | 63 | 67 |
| 9 | 9/26/2018 | 10/25/2018 | 30 | $98,959.95 | $1,535,135.00 | $10,995.55 | $170,570.56 | 67 | 75 |

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

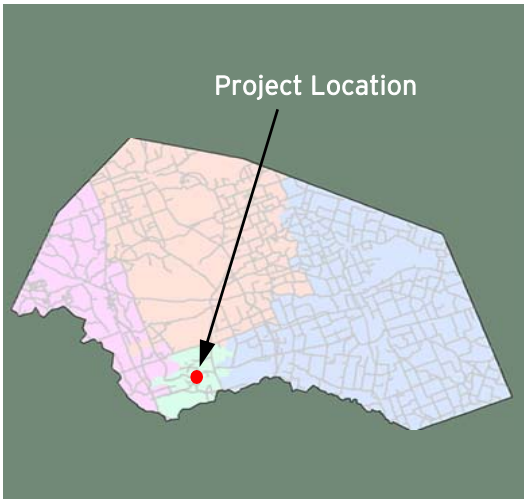
4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). This Change Order compensates the Contractor for the additional labor and equipment it took to connect the new water line to the existing water line that was not shown on the plans. The Contractor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

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

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

Adjusted Price = $2,536,271.96






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

Project Length: .01 miles
Roadway Classification: Intersection Signal

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



## OCTOBER 2018 IN REVIEW

**10/5/2018:** Austin Energy subcontractor Pyke set poles and Austin Energy pulled wire.

**10/12/2018:** Austin Energy subcontractor Pyke continued to set poles and Austin Energy continued to pull wire.

**11/2/2018:** Austin Traffic Signal began drilling and pouring the first two pedestrian pole foundations. The sidewalk was sawcut for future PVC installation and to confirm conduit size and location.



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

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $267,031.15

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

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

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

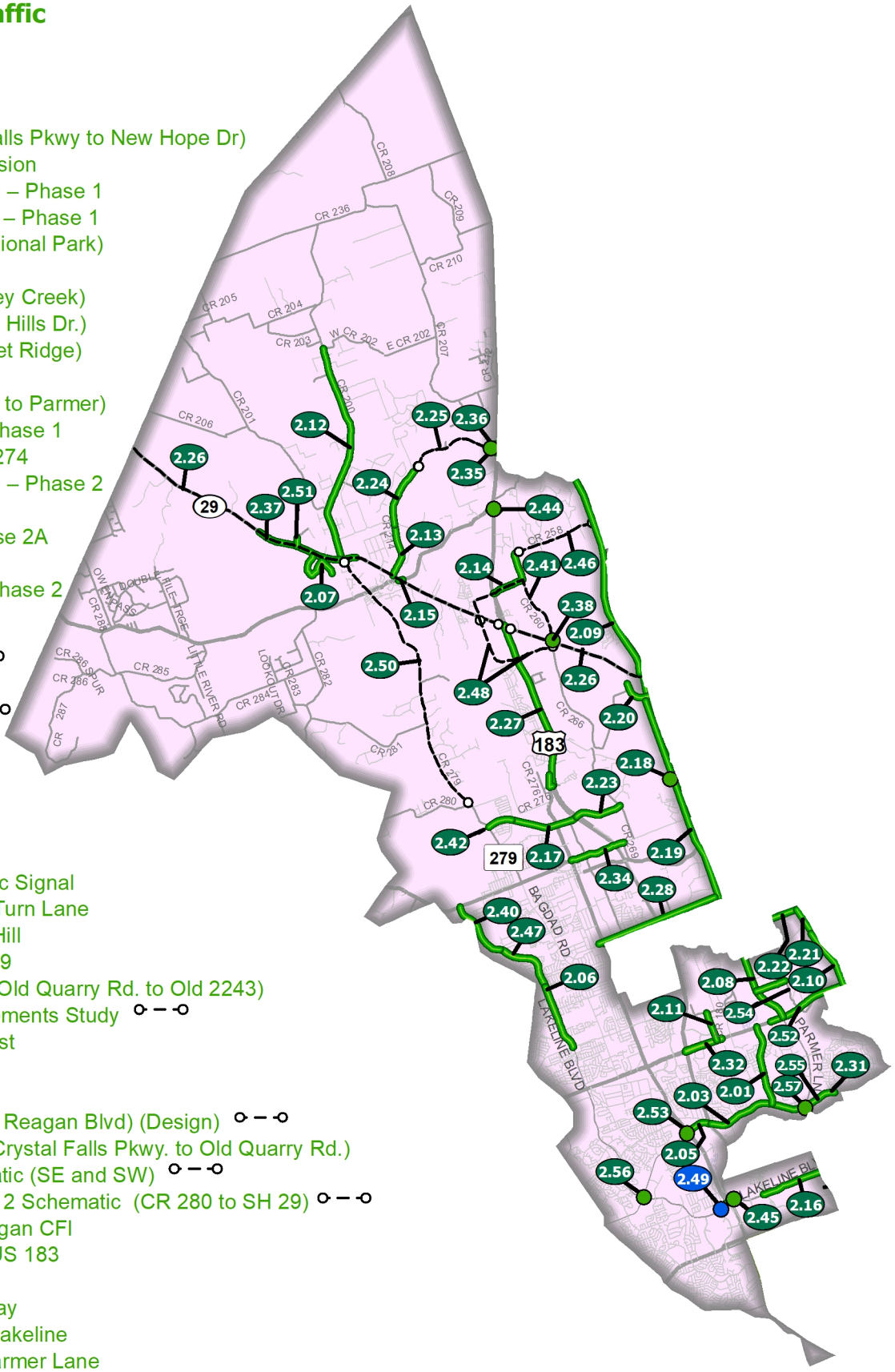
2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order adds a force account item to the Contract to pay Austin Energy the cost to extend power service to the intersection.

Adjusted Price = $282,031.15

# 2006 Road Bond Program Projects
# Precinct 2 - Commissioner Long

## Completed/Open to Traffic

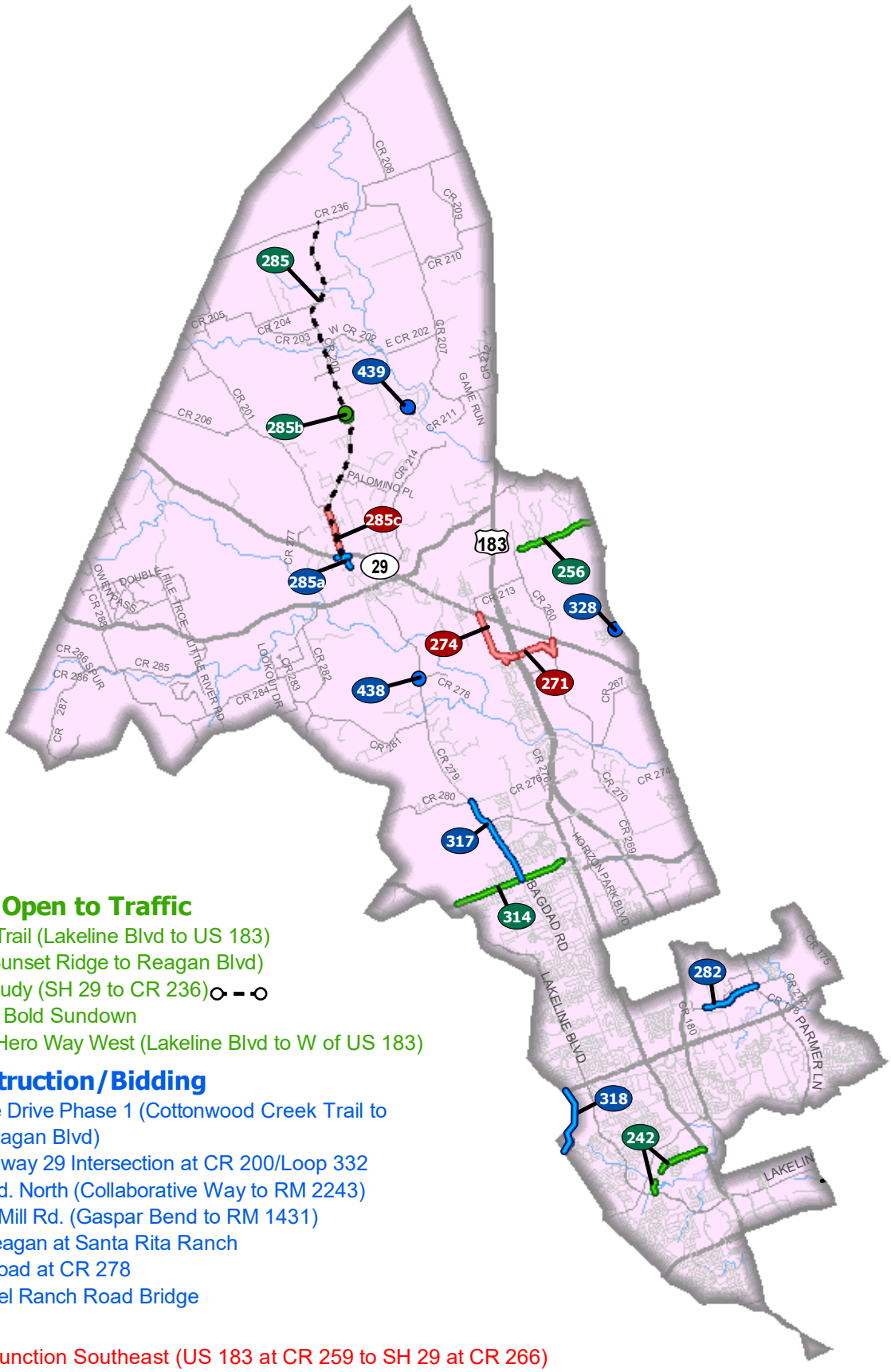
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR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




## Under Construction/Bidding

2.49 Lakeline Blvd. Right Turn Lanes

# 2013 Road Bond Program Projects
# Precinct 2 - Commissioner Long




## Completed/Open to Traffic

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

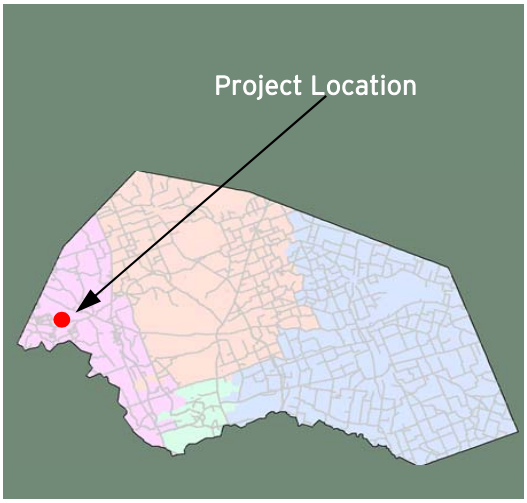
## Under Construction/Bidding

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

## In Design

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




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

Project Length: .18 Miles
Roadway Classification: Rural Collector

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



## OCTOBER 2018 IN REVIEW

**10/5/2018:** Cox Commercial Construction remove excess material from the jobsite and place topsoil from Bold Sundown to Lackey Creek on the east side. Subcontractor Wheeler placed level up asphalt and Type D asphalt from Lackey Creek to the north end of job.

**10/12/2018:** Excess material continued to be removed from the jobsite topsoil placed from Bold Sundown to north end of project on the east side.

**11/2/2018:** Subcontractor Flasher finished striping the project. Topsoil and seeding remain. Substantial Completion was requested as of 10/30/18.




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

**Williamson County Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $1,232,539.10

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 4/11/2018 | 4/24/2018 | 6/27/2018 | 7/9/2018 | 10/30/2018 | | | 45 | | 45 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/9/2018 | 7/31/2018 | 17 | $74,180.25 | $74,180.25 | $8,242.25 | $8,242.25 | 7 | 38 |
| 2 | 8/1/2018 | 8/31/2018 | 17 | $82,674.72 | $156,854.97 | $9,186.08 | $17,428.33 | 14 | 76 |
| 3 | 9/1/2018 | 9/30/2018 | 4 | $39,983.49 | $196,838.46 | $4,442.61 | $21,870.94 | 18 | 84 |
| 4 | 10/1/2018 | 10/30/2018 | 6 | $98,140.59 | $294,979.05 | $10,908.51 | $32,779.45 | 27 | 98 |

11/2/2018 Comments - Substantial Completion was requested as of 10/30/2018.

Adjusted Price = $1,232,539.10

**Ronald Reagan at Santa Rita (Turn Lane Improvements)**
**Project No. 1808-256**

Original Contract Price = $420,608.60

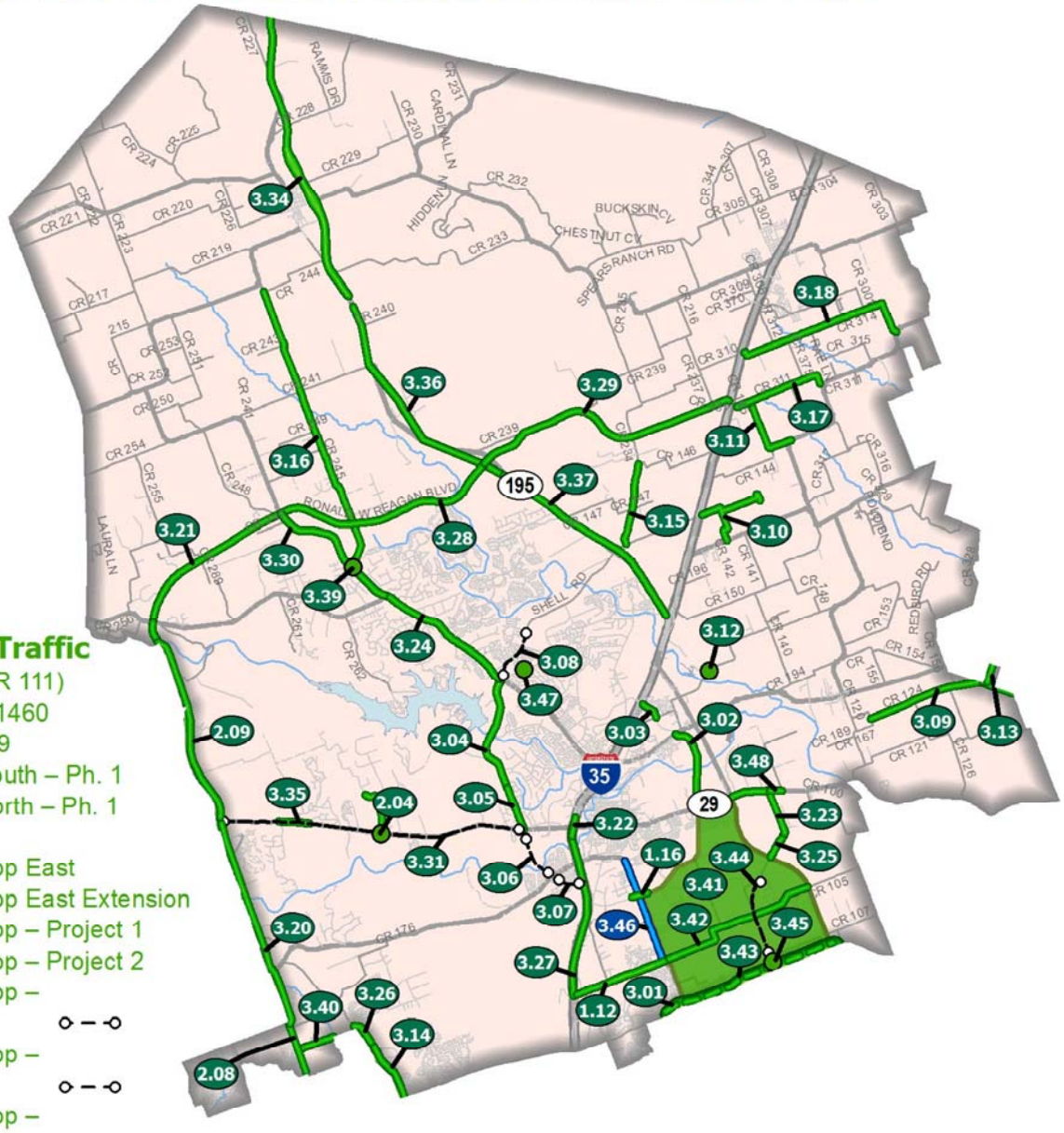
| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/4/2018 | 10/9/2018 | 10/24/2018 | 11/5/2018 | | | | 30 | | 30 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/24/2018 | 10/31/2018 | 0 | $8,237.61 | $8,237.61 | $815.29 | $815.29 | 2 | 0 |

11/2/2018 Comments - Notice to Proceed was issued 10/24/2018 with time charges beginning 11/2/2018.

Adjusted Price = $420,608.60

# 2006 Road Bond Program Projects
# Precinct 3 - Commissioner Covey



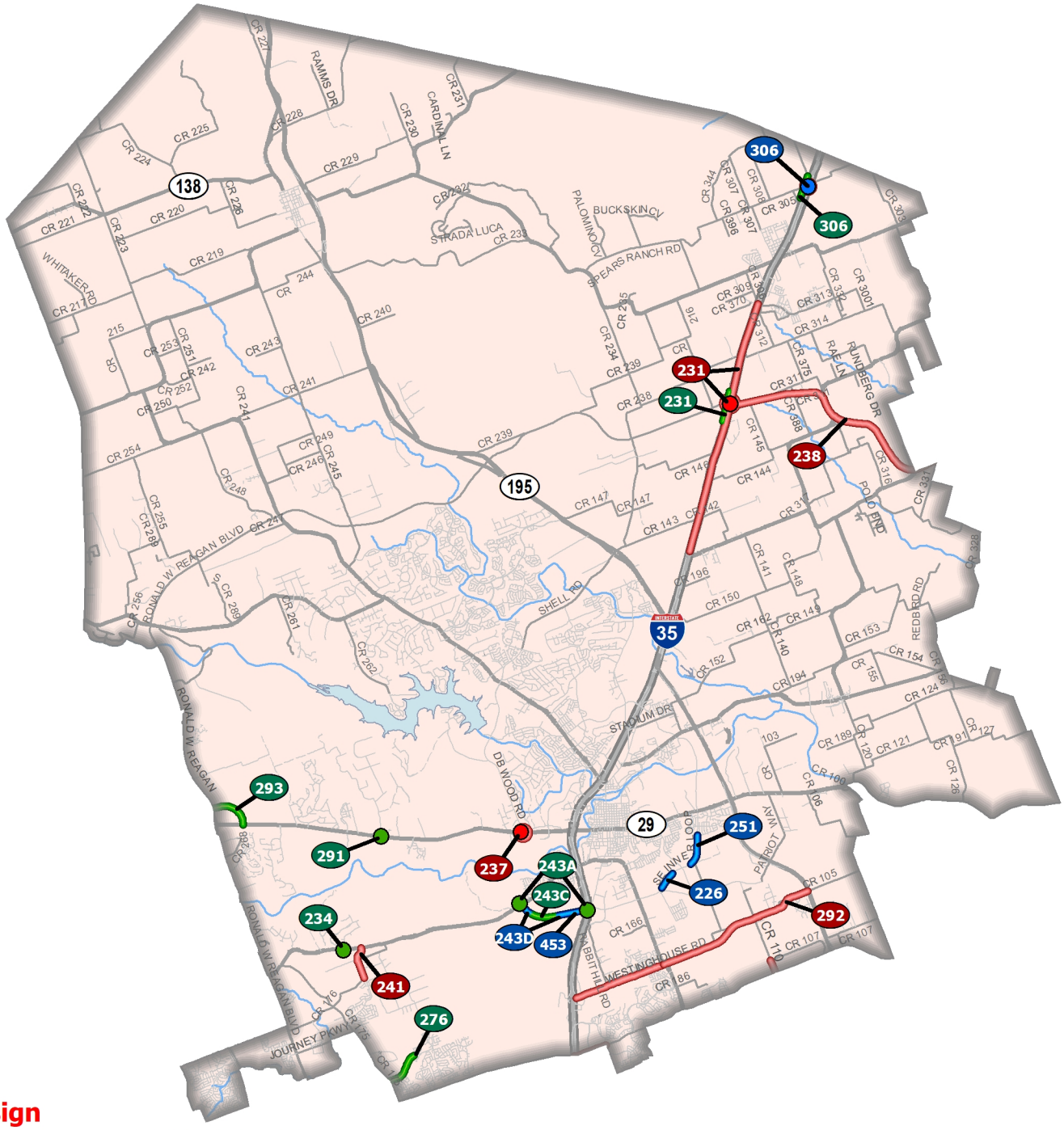

## Completed/Open to Traffic

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

## Under Construction/Bidding

3.46 FM 1460 North

# 2013 Road Bond Program Projects
# Precinct 3 - Commissioner Covey




## In Design

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

## Under Construction/Bidding

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

## Completed/ Open to Traffic

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

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

Original Contract Price = $3,210,934.80

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

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

11/2/2018 Comments - The Contractor has completed mowing. The Certificate of Completion is being drafted.

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

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

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

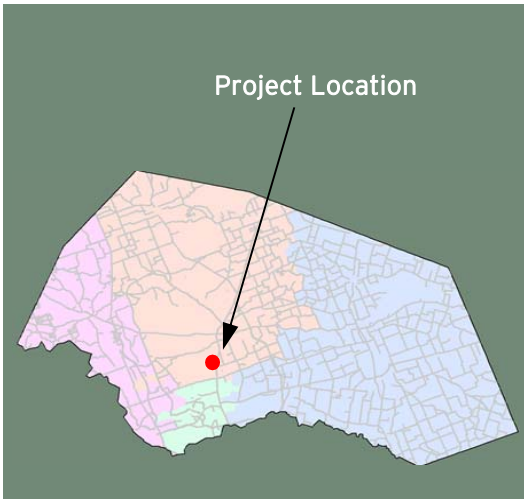
3E. County Convenience. Reduction of future maintenance. This change order adds soil retention blanket to the contract to prevent erosion and to establish vegetation on the slopes and along the roadway. 1B. Design Error or Omission. This change order also adds items to the contract for work shown in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

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

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

Adjusted Price = $3,465,081.63




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

Project Length: .5 Mile
Roadway Classification: Collector

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



## OCTOBER 2018 IN REVIEW

**10/5/2018:** Jordan Foster poured flowable fill around the metal beam guard fence (MBGF) posts. Topsoil and compost placement resumed. Unnecessary equipment and materials continued to be removed.

**10/26/2018:** Topsoil was placed at the pond. Equipment and tool trailers were removed. The pedestrian rail set up work has begun.

**11/2/2018:** Topsoil and soil blankets were placed at the water quality pond and east end of project. Equipment and tool trailers continued to be removed. The pedestrian rail layout work continues.



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

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $5,599,200.86

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

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

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

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

Adjusted Price = $5,713,278.44

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

Original Contract Price = $5,352,696.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|
| 8/9/2017 | 8/30/2017 | 9/18/2017 | 9/28/2017 | | | 300 | 90 | 390 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/28/2017 | 10/31/2017 | 34 | $324,036.00 | $324,036.00 | $36,004.00 | $36,004.00 | 6 | 9 |
| 2 | 11/1/2017 | 11/30/2017 | 30 | $429,129.00 | $753,165.00 | $47,681.00 | $83,685.00 | 15 | 16 |
| 3 | 12/1/2017 | 1/31/2018 | 62 | $460,398.44 | $1,213,563.44 | $51,155.38 | $134,840.38 | 24 | 32 |
| 4 | 2/1/2018 | 2/28/2018 | 28 | $52,007.22 | $1,265,570.66 | $5,778.58 | $140,618.96 | 25 | 39 |
| 5 | 3/1/2018 | 3/31/2018 | 31 | $346,718.46 | $1,612,289.12 | $38,524.28 | $179,143.24 | 32 | 47 |
| 6 | 4/1/2018 | 4/30/2018 | 30 | $616,068.50 | $2,228,357.62 | $68,452.05 | $247,595.29 | 44 | 55 |
| 7 | 5/1/2018 | 5/31/2018 | 31 | $625,661.55 | $2,854,019.17 | $69,517.95 | $317,113.24 | 57 | 63 |
| 8 | 6/1/2018 | 6/30/2018 | 30 | $940,709.70 | $3,794,728.87 | $104,523.31 | $421,636.55 | 76 | 71 |
| 9 | 7/1/2018 | 7/31/2018 | 31 | $464,007.65 | $4,258,736.52 | $51,556.40 | $473,192.95 | 85 | 79 |
| 10 | 8/1/2018 | 8/31/2018 | 31 | $164,300.22 | $4,423,036.74 | $18,255.58 | $491,448.53 | 88 | 87 |
| 11 | 9/1/2018 | 9/30/2018 | 30 | $55,348.69 | $4,478,385.43 | $6,149.85 | $497,598.38 | 89 | 94 |

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

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

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

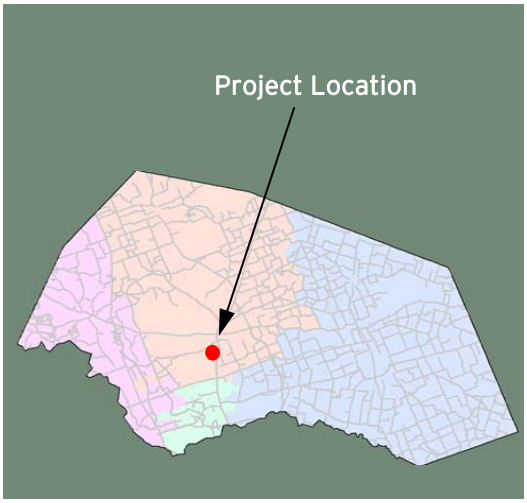
3F: County Convenience. Additional work desired by the County. This Change Order pays for various additional items of work on the Central Maintenance portion of the project that include: excavation of unsuitable material encountered at subgrade and embanking quality material in its place, level up asphalt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

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

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

Adjusted Price = $5,580,209.02






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

Project Length: 1.6 Miles
Roadway Classification: Major Urban Collector

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



## OCTOBER 2018 IN REVIEW

**10/5/2018:** James Construction began clearing the ROW and preparing for the fence subcontractor.

**10/12/2018:** Clearing continued in the ROW on the east side. Fence subcontractor Metallink was in quarry.

**10/19/2018:** Clearing continued on the ROW on the project. Metallink worked in the quarry and on the east end.

**10/26/2018:** Metallink was in the quarry and on the east end to lay out the fence line, then moved to survey the west side (near Leander Rd.). Surveyors worked to layout the bridge drill shafts in the quarry. Excavation is scheduled.

**11/2/2018:** Metallink laid out the fence on the west side (Leander Rd.). Surveyors laid out the drill shafts on the west end for the blasting subcontractor



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

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)**
**Project No. 1803-219**

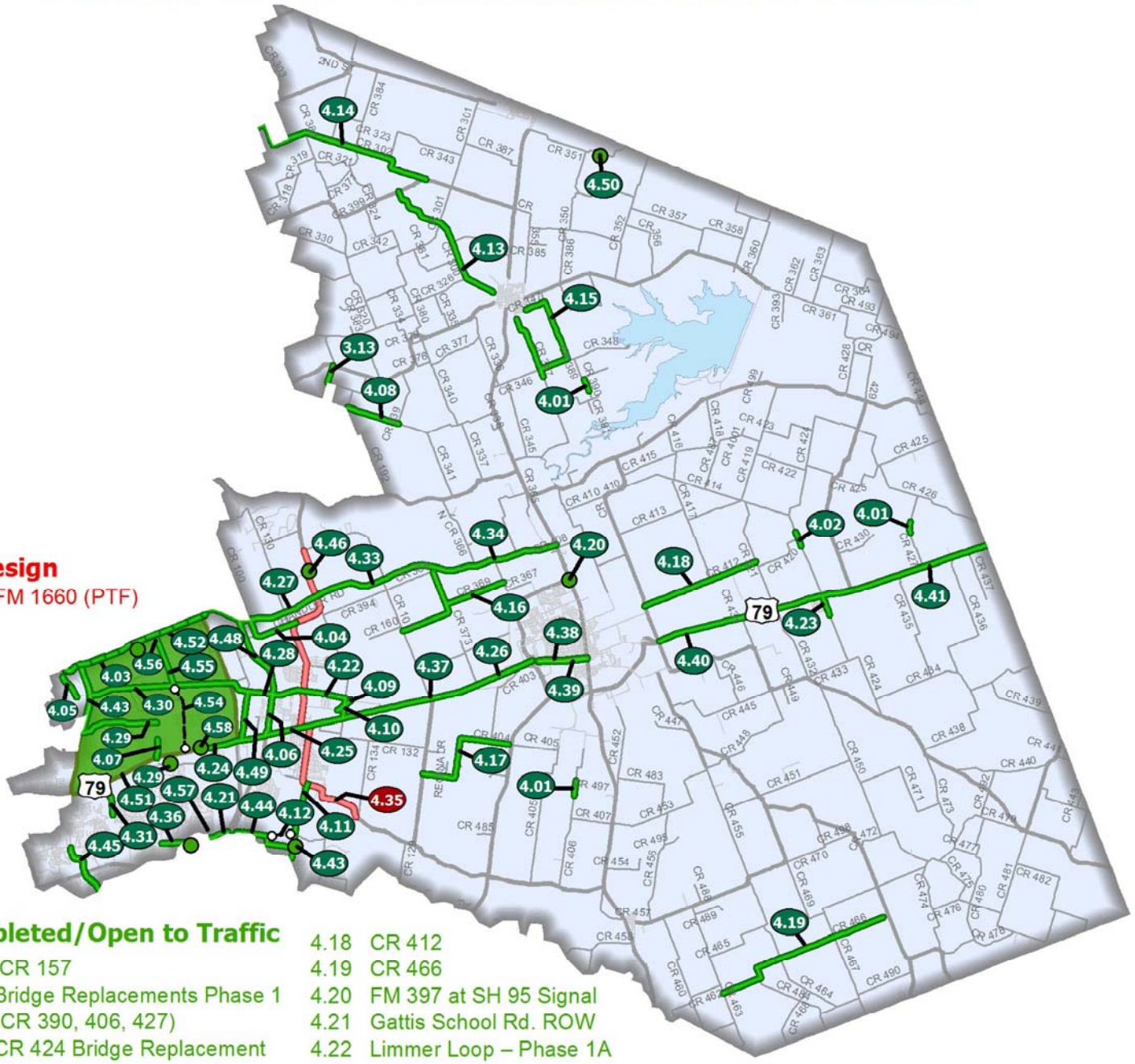
Original Contract Price = $8,087,943.77

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 5/9/2018 | 6/19/2018 | 9/14/2018 | 9/24/2018 | | | | 420 | 0 | 420 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|

Adjusted Price = $8,087,943.77

# 2006 Road Bond Program Projects
# Precinct 4 - Commissioner Madsen



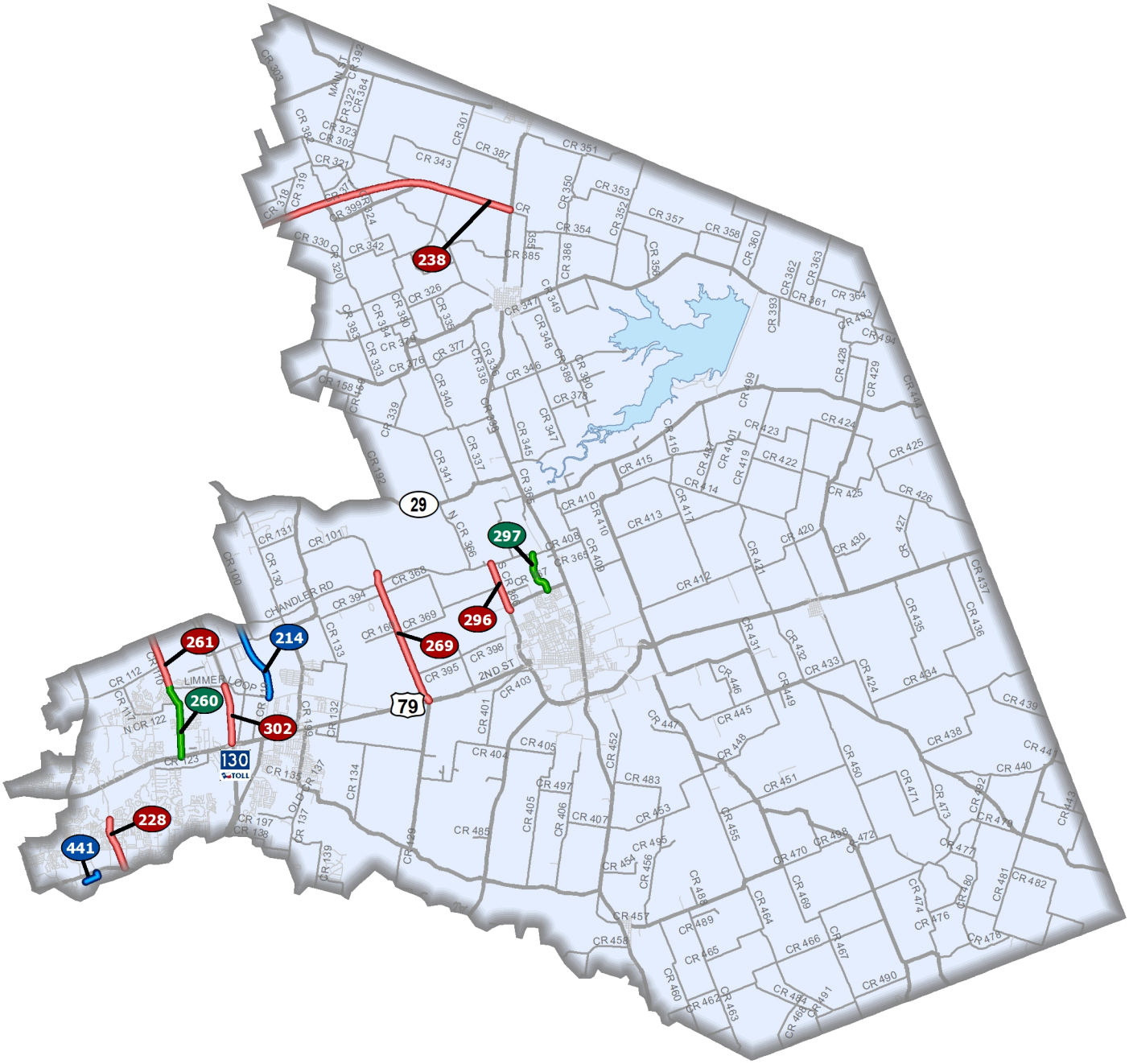

**In Design**

4.35 FM 1660 (PTF)

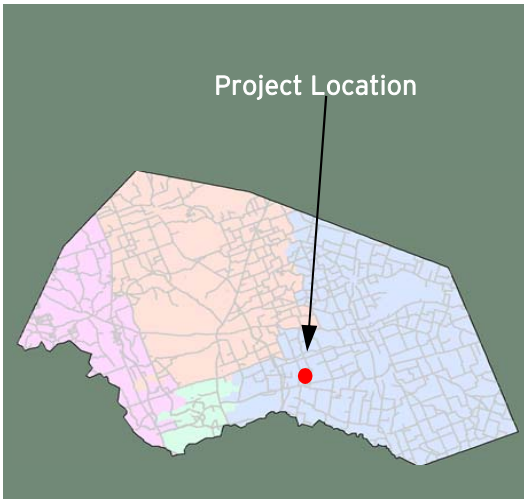
## Completed/Open to Traffic

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

# 2013 Road Bond Program Projects
# Precinct 4 - Commissioner Madsen








**County Road 119**
(Limmer Loop to Chandler Road)

Project Length: 2.35 Miles
Roadway Classification: Suburban Collector

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



## OCTOBER 2018 IN REVIEW

**10/5/2018:** Joe Bland Construction continued to clean the ditches, culverts, and erosion control devices from the heavy rains. Tying steel and placing concrete were completed for the footings, wings, and headwalls at upstream and downstream Culverts E1 and E2.

**10/12/2018:** Final course of flexible base was placed and processed from CR 118 to Cottonwood Creek Bridge. Concrete was formed and placed for Culvert G1 footings. Message boards were set for the CR 118 closure and detour.

**10/19/2018:** Blading to finish grade began between the Cottonwood Creek Bridge and Chandler Road.

**10/26/2018:** Concrete was placed for the wingwalls and headwalls at Culvert G1 and for safety end treatments (SETs) at driveways 8 and 8A. Subgrade was prepared for flexible base on CR 118 and on CR 119 thru CR 118.

**11/2/2018:** Concrete was placed for SETs at Driveway 6 and 9 and the footing and headwall at Culvert C. Concrete riprap aprons were placed at grade inlets AA1, AA2, BB1, and BB2. First course of flexible base was placed and processed on CR 118 and at the intersection of CR 119 and CR 118.



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

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

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

Original Contract Price = $6,640,302.71

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

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 12/1/2017 | 12/31/2017 | 31 | $65,613.60 | $65,613.60 | $7,290.40 | $7,290.40 | 1 | 7 |
| 2 | 1/1/2018 | 1/31/2018 | 31 | $473,860.64 | $539,474.24 | $52,651.18 | $59,941.58 | 9 | 14 |
| 3 | 2/1/2018 | 2/28/2018 | 28 | $323,428.91 | $862,903.15 | $35,936.55 | $95,878.13 | 14 | 20 |
| 4 | 3/1/2018 | 3/31/2018 | 31 | $229,232.44 | $1,092,135.59 | $25,470.27 | $121,348.40 | 18 | 27 |
| 5 | 4/1/2018 | 4/30/2018 | 30 | $630,740.24 | $1,722,875.83 | $70,082.25 | $191,430.65 | 29 | 34 |
| 6 | 5/1/2018 | 5/31/2018 | 31 | $298,792.28 | $2,021,668.11 | $33,199.14 | $224,629.79 | 34 | 40 |
| 7 | 6/1/2018 | 6/30/2018 | 30 | $448,853.39 | $2,470,521.50 | $49,872.60 | $274,502.39 | 41 | 47 |
| 8 | 7/1/2018 | 7/31/2018 | 31 | $494,029.30 | $2,964,550.80 | $54,892.14 | $329,394.53 | 50 | 54 |
| 9 | 8/1/2018 | 8/31/2018 | 31 | $464,999.77 | $3,429,550.57 | $51,666.64 | $381,061.17 | 57 | 61 |
| 10 | 9/1/2018 | 9/30/2018 | 30 | $91,950.30 | $3,521,500.87 | $10,216.70 | $391,277.87 | 59 | 68 |
| 11 | 10/1/2018 | 10/31/2018 | 31 | $150,146.37 | $3,671,647.24 | $16,682.93 | $407,960.80 | 61 | 74 |

Adjusted Price = $6,640,302.71

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 11/20/2018

1604-075 CR 110 South Notice of Termination

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination for Stormwater Discharges associated with Construction Activities for CR 110 South, a Road Bond project in Commissioner Pct. 4.

**Background**

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on CR 110 South have been completed and the roadway is open to the public.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

1604-075 CR 110 South Notice of Termination

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/14/2018 12:19 PM |
| Form Started By: Dawn Haggard | | Started On: 11/14/2018 09:35 AM |
| Final Approval Date: 11/14/2018 | | |

**TCEQ Office Use Only**
Permit No:
CN:
RN:
Region:

# Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000

## IMPORTANT INFORMATION:

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

**Effective September 1, 2018, this paper form must be submitted to TCEQ with a completed electronic reporting waiver form (TCEQ-20754).**

**ePermits: This form is available on our online permitting system.**
Sign up for online permitting at: https://www3.tceq.texas.gov/steers/

**What is the permit number to be terminated?**

**TXR15** 0000 **TXRCW** enter permit number here

## Section 1. OPERATOR (Permittee)

a) What is the Customer Number (CN) issued to this entity?

CN 600897888

b) What is the Legal Name of the current permittee?

Williamson County

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss): Judge

First and Last Name: Dan A. Gattis Suffix: enter suffix here

Title: County Judge Credentials: enter credentials

Phone Number: 512-527-6714 Fax Number: enter fax number here

Email: roads@wilco.org

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78364

Country Mailing Information, if outside USA: enter country mailing info here

## Section 2. APPLICATION CONTACT

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above?

☐ Yes, go to Section 3.

☒ No, complete section below

Prefix (Mr. Ms. or Miss): Miss

First and Last Name: Dawn Haggard Suffix: Enter suffix here

Title: Project Administrator Credentials: Enter credentials here

Phone Number: 512-527-6714 Fax Number: Enter fax number here

Email: dhaggard@hntb.com

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA: Enter country mailing info here

## Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) TCEQ issued RE Reference Number (RN): RN 109620666

b) Name of project or site as known by the local community: County Road 110 South

c) County, or counties if more than 1: Williamson County

d) Latitude: 32.519444 Longitude: -97.601111

e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B. Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

**Section 3A: Physical Address of Project or Site:**

Street Number and Name: Enter street number and name here

City, State, and Zip Code: Enter city, state, and zip code here

**Section 3B: Site Location Description:**

**Location description:** Roadway Widening Between US 79 and Limmer Loop on CR 110

City where the site is located or, if not in a city, what is the nearest city: Round Rock

Zip Code where the site is located: 78665

## Section 4. REASON FOR TERMINATION

Check the reason for termination:

☒ Final stabilization has been achieved on all portions of the site that are the responsibility of the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.

☐ Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.

☐ The discharge is now authorized under an alternate TPDES permit.

☐ The activity never began at this site that is regulated under the general permit.

## Section 5. CERTIFICATION

Signatory Name: enter signatory name here

Signatory Title: enter signatory title here

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): _____Date: _____

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 11/20/2018

Lakeline Blvd RTL Kimley-Horn and Associates Supplemental No. 2

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental No. 2 to the Professional Service Agreement (PSA) between Williamson County and Kimley-Horn and Associates relating to the 2013 Road Bond Program. Project: P331. Funding Source: Road Bonds.

**Background**

This contract amendment revises Exhibit II - Hourly Rates to add Geotechinical rate categories.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Lakeline RTL Supp2PSA

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Marie Walters | | Started On: 11/14/2018 03:36 PM |
| Final Approval Date: 11/15/2018 | | |

RECEIVED
NOV 08 2018
BY: PST



**CONTRACT FOR ENGINEERING SERVICES**
**SUPPLEMENTAL AGREEMENT NO. 2**
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Kimley-Horn and Associates *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on July 12, 2011 and amended September 9, 2013;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to $375,000; and,

WHEREAS, the ***"Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $375,000; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

**AGREEMENT**

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

I. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II (must be attached).

All other provisions are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF,** the ***County*** and the ***Engineer*** have executed this supplemental agreement in duplicate,

**ENGINEER:** Kimley-Horn and Associates, Inc.

By: _____
Signature

Brian Boecker
Printed Name

Vice President
Title

11/7/2018
Date

**COUNTY:**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

ok
11/12/18

**EXHIBIT II**

**HOURLY RATES**
**Professional Service Industries, Inc.**

1. **Senior Engineer I.....$ 125.00**
2. **Senior Engineer II.....$ 140.00**
3. **Professional Engineer.....$ 145.00**
4. **Engineering Technician.....$ 40.00**
5. **Project Manager.....$ 98.00**
6. **Support Staff.....$ 55.00**

## SOILS

Laboratory testing of soils, delivered to our laboratory, in accordance with ASTM or AASHTO procedures and project specifications.

| | | |
|---|---|---|
| Moisture/Density Relationship of Soil (Proctor Test): | | |
| a. ASTM D-698 (Standard) | Each | $ 185.00 |
| b. ASTM D-1557 (Modified) | Each | $ 185.00 |
| d. TEX-113-E (Base Materials) | Each | $ 185.00 |
| c. TEX-114-E (Subgrade, Embankment, Backfill Materials) | Each | $ 185.00 |
| Atterberg Limits Determination (PI) | Each | $ 65.00 |
| Sieve Analysis including Percent Passing No. 200 Sieve | Each | $ 95.00 |
| Sample Preparation | Each | $ 65.00 |
| Soil Classification | Each | $ 25.00 |
| Organic Matter Content | Each | $ 65.00 |
| Number 200 Wash | Each | $ 55.00 |
| Laboratory Lime Series | Each | $ 275.00 |
| Comprehensive Moisture/Density Relationship of Soil, Atterberg Limits, Sieve Analysis, Material Finer Than #220 Sieve, Unified Soil Classification, Sample Preparation | Each | $ 435.00 |

## CONCRETE and AGGREGATES

Laboratory testing of concrete, grout, mortar and aggregates, delivered to our laboratory, in accordance with ASTM procedures and project specifications.

| | | |
|---|---|---|
| Concrete Cylinders (Cured and/or Tested in Compression) | Each | $ 18.00 |
| Trimming of Cylinders for ASTM Procedure (Contractor Made Only) | Each | $ 25.00 |
| Concrete Beams (Cured and/or Tested in Flexure) | Each | $ 30.00 |
| Concrete Cores (Trim, Cap and Compressive Strength) | Each | $ 50.00 |
| Laboratory Length Determination of Concrete Cores | Each | $ 15.00 |
| Sieve Analysis of Coarse Aggregates | Each | $ 85.00 |
| Sieve Analysis of Fine Aggregates | Each | $ 85.00 |

## ASPHALT

Laboratory testing of asphaltic samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

| | | |
|---|---|---|
| Extraction and Gradation | Each | $ 160.00 |
| Density and Thickness of Field Cores | Each | $ 40.00 |
| Maximum Theoretical Specific Gravity (Rice Method) | Each | $ 90.00 |

## MASONRY

Laboratory testing of masonry samples delivered to our laboratory, in accordance with ASTM Procedures and project specifications

| | | |
|---|---|---|
| Grout Prisms (Cured and/or Tested in Compression) | Each | $ 18.00 |
| Mortar Cubes (Cured and/or Tested in Compression) | Each | $ 18.00 |

## FIELD TESTING AND OBSERVATION SERVICES

| | | |
|---|---|---|
| Engineering Technician (4 Hour Minimum)<br>(To perform field testing for soil density, concrete, slump, air content, temperature, unit weight, cast concrete cylinders, concrete coring, masonry testing) | Per Hour | $ 44.00 |
| Structural Steel Technician (4 Hour Minimum)<br>(To perform visual weld observation, bolting inspection, shear stud verification, NDE of welds, and fabrication shop observation) | Per Hour | $ 90.00 |
| Facilities Inspector (4 Hour Minimum)<br>(Building envelope consulting and testing) | Per Hour | $ 90.00 |
| Laboratory Technician<br>(To perform testing that is not listed in fee schedule) | Per Hour | $ 36.00 |
| Professional Engineer<br>(Site visits, consultation, special reports) | Per Hour | $ 145.00 |
| Senior Engineer I<br>(Site visits, consultation, special reports) | Per Hour | $ 125.00 |
| Senior Engineer II<br>(Site visits, consultation, special reports) | Per Hour | $ 140.00 |
| Support Staff<br>(Project Administration) | Per Hour | $ 55.00 |

## EQUIPMENT

| | | |
|---|---|---|
| Nuclear Density Gauge | Per Trip | $ 45.00 |
| Equipment Charge | Per Trip | $ 45.00 |
| Welding NDE Equipment Charge | Per Trip | $ 75.00 |
| Lime depth checks/field gradations | Per Trip | $ 10.00 |
| Floor vapor emission test kits | Per Kit | $ 40.00 |
| Coring Machine | Per Day | $ 50.00 |
| Generator | Per Day | $ 95.00 |
| Core hole patching | Per Hole | $ 10.00 |
| Floor Flatness | Lump Sum | $ 700.00 |
| Cylinder Pickup | Per Hour | $ 40.00 |
| Vehicle Trip Charge | Per Mile | $ 0.54 |

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 11/20/2018

Temporary Construction Easement between Williamson County and MFDR,LLC

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

**Department:** Infrastructure **Division:** Fleet Services

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Temporary Construction Easement between Williamson County, as Grantor, and MFDR, LLC, as Grantee, to grant MFDR, LLC the right to inspect and locate the terminus of an existing City of Georgetown water line that is located on Williamson County's property near Southwestern Boulevard in Georgetown, Texas.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Davidson Ranch Subd

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Lydia Linden | | Started On: 11/14/2018 04:37 PM |
| Final Approval Date: 11/15/2018 | | |

**TEMPORARY CONSTRUCTION EASEMENT**

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

This temporary construction easement is made between the County of Williamson, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), and MFDR, LLC (herein collectively referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee a temporary construction easement (the "Construction Easement") over, upon and across the hereinafter described property for purposes of locating the terminus of an existing City of Georgetown water line and related facilities (collectively, the "Facilities") on, over, under and across the tract of land described in Exhibit "A," which is attached hereto and incorporated herein. The property to which the Construction Easement is hereby imposed is more particularly described as follows:

   > The property owned by Grantor which is within a sixty (60) foot radius of the area depicted in the attached Exhibit "A" as being the location that Grantee would like to search for the Facilities (herein sometimes referred to as the "Construction Easement Area").

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

3. For the duration of the Construction Easement, Grantee shall have the full right of access and use of the Construction Easement Area for any and all purposes necessary to inspect and locate the Facilities, including, but not limited to vehicular access, equipment staging and temporary spoil storage, it being provided that all brush, cuttings, equipment, spoil storage and debris shall be removed from the Construction Easement Area within Ten (10) days following completion of Grantee's inspection of the Facilities and it also being provided that all such brush, cuttings, equipment, spoil storage and debris shall not be placed on Grantor's adjacent lands, except where specified by Grantor. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Construction Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.

4. Upon the completion of Grantee's inspection of the Facilities, Grantee shall restore the surface of the Construction Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the Easement Area shall thereupon terminate for all purposes.

5. Grantee agrees that Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this Construction Easement to any individual or entity who is not a party hereto, except as otherwise agreed to, in writing, by Grantor.

6. This Construction Easement shall terminate either upon Grantee's completion of its inspection of the Facilities within the Construction Easement Area or within thirty (30) calendar from the Effective Date of this Construction Easement, whichever date occurs first. Upon Grantor's written request to Grantee, Grantee shall execute an instrument, which shall be in recordable form and which shall evidence the termination of this Construction Easement, and deliver same to Grantor immediately.

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

8. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Construction Easement Area or within areas adjoining the Construction Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.

9. Grantee agrees that no hardwood trees within the Construction Easement Area or on the areas adjoining the Construction Easement Area shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

10. **TO THE FULLEST EXTENT AUTHORIZED BY LAW, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE GRANTEE'S OR ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES EXERCISE OF ANY AND ALL RIGHTS GRANTED HEREUNDER, OR FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS CONSTRUCTION EASEMENT TO BE PERFORMED BY OR ON BEHALF OF GRANTEE DURING THE TERM OF THIS CONSTRUCTION EASEMENT. GRANTOR SHALL NOT BE LIABLE FOR DAMAGES TO GRANTEE ARISING FROM ANY ACT OF ANY THIRD PARTY. GRANTEE FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF GRANTEE, OR GRANTEE'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS CONSTRUCTION EASEMENT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON GRANTOR'S PREMISES DURING THE TERM OF THIS CONSTRUCTION EASEMENT; PROVIDED, HOWEVER, GRANTEE SHALL NOT BE LIABLE FOR THE NEGLIGENCE OF GRANTOR. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONSTRUCTION EASEMENT.**

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

**THE REMAINDER OF THIS PAGE IS BLANK**

WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on this 20th day of November, 2018 ("Effective Date").

**GRANTOR:**

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge

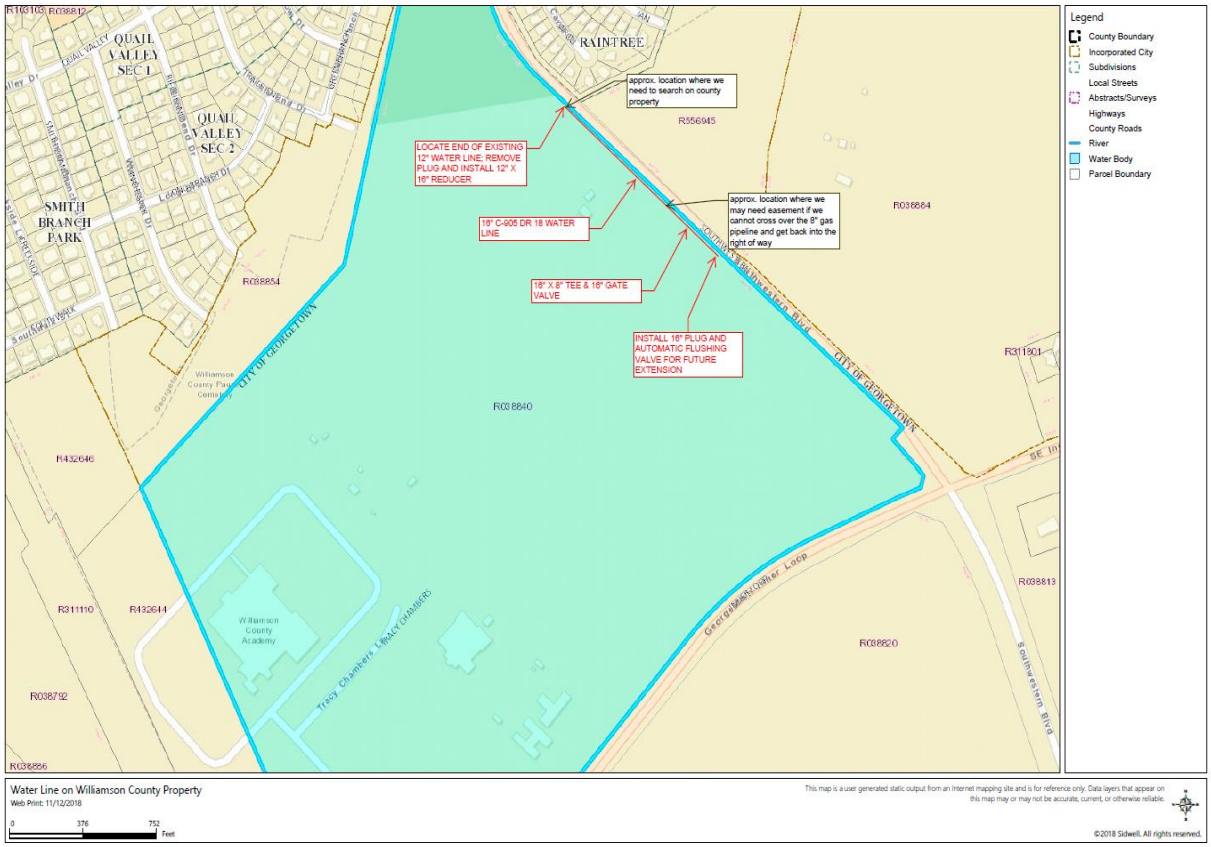
**ACKNOWLEDGMENT**

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on the _____ day of _____, 20____, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

# Exhibit “A”


QUAIL VALLEY SEC 1
QUAIL VALLEY SEC 2
SMITH BRANCH PARK
RAINTREE
approx. location where we need to search on county property
LOCATE END OF EXISTING 12" WATER LINE; REMOVE PLUG AND INSTALL 12" X 16" REDUCER
16" C-905 DR 18 WATER LINE
approx. location where we may need easement if we cannot cross over the 8" gas pipeline and get back into the right of way
16" X 8" TEE & 16" GATE VALVE
INSTALL 16" PLUG AND AUTOMATIC FLUSHING VALVE FOR FUTURE EXTENSION
CITY OF GEORGETOWN
Southwestern Blvd
Georgetown River Loop
Tracy Chambers Legacy Chambers
Williamson County Academy
R556945
R038664
R038854
R038840
R311901
R432646
R311110
R432644
R038792
R038886
R038813
R038820
Legend
County Boundary
Incorporated City
Subdivisions
Local Streets
Abstracts/Surveys
Highways
County Roads
River
Water Body
Parcel Boundary
Water Line on Williamson County Property
Web Print: 11/12/2018
0
376
752
Feet
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 11/20/2018

Jail Remodel Change Order # 13

**Submitted By:** Dale Butler, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider and take appropriate action on the Jail Kitchen and Plumbing Remodel Project; P411, Change Order # 13 from STR Constructors, LTD. in the amount of $76,775.42 to approve funding for emergency Jail wastewater line repairs throughout the S.O. Administration ceiling. This change order is being funded out of the Jail Remodel Project funds.

### Background

This change order is to fund items of work that are necessary for the repair and replacement of wastewater lines that had become a health risk to S.O. Staff due to constant reoccurring leaks from the permanently clogged and corroded cast iron piping in the ceiling above office space.

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## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

C.O. # 13

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Facilities Maintenance (Originator) | Dale Butler | 11/15/2018 10:51 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:48 PM |
| Form Started By: Dale Butler | | Started On: 11/15/2018 09:26 AM |
| Final Approval Date: 11/15/2018 | | |

**WILLIAMSON COUNTY, TEXAS**
*FACILITIES DEPARTMENT*
3101 SE Inner Loop
Georgetown, TX 78626
512-943-1609

# CHANGE ORDER

For Project: **WILLIAMSON COUNTY JAIL KITCHEN & PLUMBING REMODEL**
Date of Issuance: 11/8/2018 Change Order No: 13
Contractor: STR Constructors, LTD. PID:
Project Enginner: Talex, Inc.

**Explanation:**
This change order is due to the following:
PCO # 42 REV 2 Emergency Plumbing Repair

| Description of Work: | Cost | Additional Time KITCHEN AREA | Additional Time OVERALL PROJECT |
|---|---|---|---|
| See attached PCO # 42 REV 2 | $ 76,775.42 | *0* Days | 0 Days |
| | | *0* Days | 0 Days |
| | | ***0*** Days | **0** Days |
| | | *0* Days | 0 Days |
| | | *0* Days | 0 Days |
| | | *0* Days | 0 Days |
| | | | |
| Weather Days - | | | 0 Days |
| | | | |
| **Sub-Total CO #11r2** | **$ 76,775.42** | ***0*** Days | **0** Days |

*Please Refer to Attached Backup Documents:*

| **Cost and Time Change Summary** | Cost | Additional Time KITCHEN AREA | Additional Time OVERALL PROJECT |
|---|---|---|---|
| **Original Contract:** | **$ 1,781,645.00** | ***120 Days*** | **180 Days** |
| *Previous Change Order(s):* | *$ 612,399.90* | *35 Days* | *69 Days* |
| Contract Prior to this CO: | $ 2,394,044.90 | *155 Days* | 252 Days |
| Net Increase from this CO: | $ 76,775.42 | *0 Days* | 0 Days |
| **Revised Contract Total:** | **$ 2,470,820.32** | ***155 Days*** | **252 Days** |

**RECOMMENDED BY:**

| | | |
|---|---|---|
| Contractor Signature* | TR Kennedy<br>Contractor Name | 11/8/2018<br>Signature Date |
| Engineer Signature | Oscar Villarreal, P.E.<br>Engineer Name | Signature Date |

**ACCEPTED BY:**

| | | |
|---|---|---|
| Owner Signature | Dale Bulter, Facl Dir<br>Owners' Rep Name | Signature Date |

*By Signing this change order the Contractor accepts the changes herein and agrees to perform the change(s) for the price and time indicated. The prices include all costs to perform the work.
No work shall be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in this Change Order until Contractor's pay estimate is updated.
In case of conflict between construction documents and this change order, this change order shall govern.
Upon execution of this Change Order by all parties, the identified time and cost changes herein are made part of the contract documents.

STR CONSTRUCTORS, LTD.
CHANGE PROPOSAL

| | | |
|---|---|---|
| PROPOSAL ISSUED TO: | **Wilco Jail Kitchen & Plumbing Remodel**<br>**508 South Rock Street**<br>**Georgetown, TX** | STR's PCO NO.: **42 REV 2**<br>EMERGENCY PLUMBING REPAIR |
| ATTENTION: | **Dale Butler**<br>Facilities Director | |

DESCRIPTION:

EMERGENCY PLUMBING REPAIR AREAS 1, 2 & 3

| Description | Subcontracts | Material | Labor | Total |
|---|---|---|---|---|
| | | | | $ - |
| **STR Constructor's Direct Costs** (see attached STR GC Breakdown) | | $ 5,158.40 | $ 13,020.00 | $ 18,178.40 |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| **Subcontract Cost** | | | | $ 16,658.70 |
| **Capitol Plumbing & Repair** | $ 16,658.70 | | | $ 773.82 |
| **Kinsey Plumbing Services** | $ 773.82 | | | $ 26,440.94 |
| **Plumb Masters** | $ 26,440.94 | | | $ 200.00 |
| **Doyle Electric** | $ 200.00 | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| DIRECT COST | $ 44,073.46 | $ 5,158.40 | $ 13,020.00 | $ 62,251.86 |
| PAYROLL TAX & INSURANCE (STR's Labor) | 32.58% | | | $ 4,241.92 |
| STR FEE ON OWN WORK | 15.00% | | | $ 3,363.05 |
| STR FEE ON SUBCONTRACTORS | 10.00% | | | $ 4,407.35 |
| BOND | 2.50% | | | $ 1,856.61 |
| INSURANCE | 0.86% | | | $ 654.64 |
| **TOTAL COST** | | | | **$ 76,775.42** |

**QUALIFICATIONS & CLARIFICATIONS:**

***This work began 9/17/18 and completed 10/29/18 for a total of 43 days of General Conditions (Revised).***

This change proposal becomes null & void after ten calendar days (10) and extends the contract completion date by **31** working days at $ 859.85 dollars of cost for general conditions expenses per each calendar day. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost by the General Contractor's general conditions expenses which exceed $ 1,203.78 per work day. One Work day = 1.4 Calendar days.

| | | |
|---|---|---|
| STR CONSTRUCTORS, LTD.<br>*Whit Pilcher* | | Approved by: |
| Project Manager | DATE: 11/6/2018 | Date: |

JOB:
6.2 WEEKS

EXTENDED DURATION
Revised for WILCO

| ITEM | NO. WK. | RATE | MATERIALS | LABOR | TOTAL |
|---|---|---|---|---|---|
| PROJECT MANAGER | 6.2 | 800 | | 4960 | 4960 |
| Superintendent | 6.2 | 1300 | | 8060 | 8060 |
| Subsistance | 6.2 | 250 | 1550 | | 1550 |
| Travel Expense | 6.2 | 50 | 310 | | 310 |
| Field Office | 6.2 | 150 | 930 | | 930 |
| Tool Shed | 0 | 20 | 0 | | 0 |
| Toilets | 0 | 60 | 0 | | 0 |
| Fences | 6.2 | 50 | 310 | | 310 |
| Water Service | 0 | 10 | 0 | | 0 |
| Elec Service | 0 | 45 | 0 | | 0 |
| Ice & Cups | 6.2 | 24 | 148.8 | | 149 |
| Telephone | 6.2 | 20 | 124 | | 124 |
| Small Tools | 6.2 | 50 | 310 | | 310 |
| Genl Clean Up | 0 | 60 | | 0 | 0 |
| Dumpster Pull | 0 | 800 | 0 | | 0 |
| Pick Up Truck | 6.2 | 93 | 576.6 | | 577 |
| Gas & Oil | 6.2 | 70 | 434 | | 434 |
| Progress Photos | 0 | 35 | 0 | | 0 |
| O.S.H.A. / 1ST AID / Job Safety | 6.2 | 75 | 465 | | 465 |
| | | | | | 0 |
| | | | | | 0 |
| TOTAL | | | 5158.4 | 13020 | 18178 |
| WEEKLY COST | | | 832 | 2100 | 2932 |
| MONTHLY COST | | | 3577.6 | 9030 | 12608 |

## Capitol Plumbing and Repair

**CPR - "We bring your plumbing back to life"**

**401 CR 266, Georgetown TX 78628**

**Ph: 512-577-1262**

**Fax: 512-778-5554**

**e-mail: keith_cpr@yahoo.com**


# Change Order #14

**To: STR Constructors**

**Attn: Whit Pilcher**

**Project: Williamson County Jail – Emergency Work**

**Description:** Existing 3" cast iron piping above Crime Lab ceiling is cracked along bottom of pipe and leaking. Installed (2) new PVC pipe drain laterals approximately 40' ea. and connect (3) existing floor drains on each lateral. Core drilled (2) 6" holes in floor and installed floor cleanouts at end of each lateral. When testing system it was determined that one floor drain was leaking from body. Jack hammered drain to remove and installed new Zurn floor drain. Poured concrete around new floor drain and cleanouts. Insulated PVC pipe with 25/50 rated plenum wrap.

**Materials: $2,474.37**

**See attached Statement**

**Labor: $12,840.00**

**Keith Landry 8 hours @ $105/hr. – $840.00**

**Filomeno Huerta 80 hours @ $105/hr. - $8,400.00**

**Jose Perez 80 hours @ $45/hr. - $3,600.00**

**Overhead and Profit: $1,344.33**

**Total: $16,658.70**

PLUMBING Kinsey SERVICES

**Kinsey Plumbing Services**
**1400 CR 145**
**Jarrell, TX 76537**
**(512) 930-2677**
**Doug Kinsey**
**License # M-18887**

**Project** 26697690
**Estimate number(s)** 26702310
**Invoice Date** 10/9/2018
**Completed Date** 10/3/2018
**Technician** Seth Smith
**Customer PO**

**Billing Address**
Williamson County Jail
508 Rock St.
Georgetown, TX 78626 USA

**Job Address**
Williamson County Jail
508 Rock St.
Georgetown, TX 78626 USA

**Description of Work**

| Task # | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| KPS-1277 | Set up equipment and inspect up to 100 feet of drain piping through one access opening. Length of inspection is determined by pipe conditions. Access fees or extra equipment may be additional | 1.00 | $319.34 | $319.34 |
| KPS-1279 | Continuation of inspection via additional access points | 2.00 | $127.74 | $255.48 |
| KPS-VIDEO | During camera inspection of a drain system a recording can be made and saved to a thumb drive for a clients reference.<br><br>(cost of video applied to work performed related to video) | 1.00 | $199.00 | $199.00 |

CHARGES TO WILCO EMERGENCY REPAIRS

PAID 12048 10/9/2018 CC #

| | |
|---|---|
| **Potential Savings** | $0.00-$77.47 |
| **Sub-Total** | $773.82 |
| **Tax** | $0.00 |
| **Total Due** | $773.82 |
| **Balance Due** | $773.82 |

Thank you for choosing Kinsey Plumbing Services

Texas State Board of Plumbing Examiners
929 E 41st. St.
Austin, Texas, 78765
512-936-5200

Please Note: 50% deposits may be required for special orders or large scheduling blocks
30% non refundable amounts shall apply to all cancellations
On EVERY estimate/invoice

I authorize this invoice in the amount of $773.82.

I agree that all work has been performed according to the invoice in a satisfactory fashion and agree to pay the $773.82 balance in full.

| | | | | |
|---|---|---|---|---|
| | Cost Detail | | | |
| | Williamson County Jail | | | |
| | **EMERGENCY PLUMBING REPAIR** | | | |
| | | Labor | Material | Total |
| INVOICE NO. | Company | Cost | Cost | Cost |
| 27869507 | Plumb Masters | $ 385.00 | $ - | $ 385.00 |
| 27870663 | Plumb Masters | $ 1,861.50 | $ 666.89 | $ 2,528.39 |
| 27869773 | Plumb Masters | $ 1,752.00 | $ 722.62 | $ 2,474.62 |
| 27869384 | Plumb Masters | $ 1,752.00 | $ 1,082.87 | $ 2,834.87 |
| 27869008 | Plumb Masters | $ 1,925.00 | $ 804.45 | $ 2,729.45 |
| 27869651 | Plumb Masters | $ 2,200.00 | $ 993.01 | $ 3,193.01 |
| 27870024 | INSULATE PIPIES | $ 1,100.00 | $ 21.66 | $ 1,121.66 |
| 27894032 | Plumb Masters | $ 1,861.50 | $ 588.40 | $ 2,449.90 |
| 27893928 | Plumb Masters | $ 1,314.00 | $ - | $ 1,314.00 |
| 27895554 | Plumb Masters | $ 1,533.00 | $ 99.28 | $ 1,632.28 |
| 27892752 | Plumb Masters | $ 1,752.00 | $ 785.35 | $ 2,537.35 |
| 27893940 | Plumb Masters | $ 1,533.00 | $ 144.89 | $ 1,677.89 |
| 27893683 | Plumb Masters | $ 1,533.00 | $ 29.52 | $ 1,562.52 |
| | | **$ 20,502.00** | **$ 5,938.94** | **$ 26,440.94** |

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27869507 | Oct 11, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/11/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Kailum Castles

## DESCRIPTION OF WORK

Tried camera all floor drains, could not make it down the 3" trap. Explained we would have to pull the traps and camera to see what's going on. We planned on tomorrow start pulling traps.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task:<br>Tech/ Apprentice Commercial Hourly | 2.50 | $154.00 | $385.00 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $385.00 |
| TAX | $0.00 |
| TOTAL DUE | $385.00 |
| BALANCE DUE | $385.00 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751
Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $385.00 plus applicable sales**

tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.

If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"

Sign here Date 10/11/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/11/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

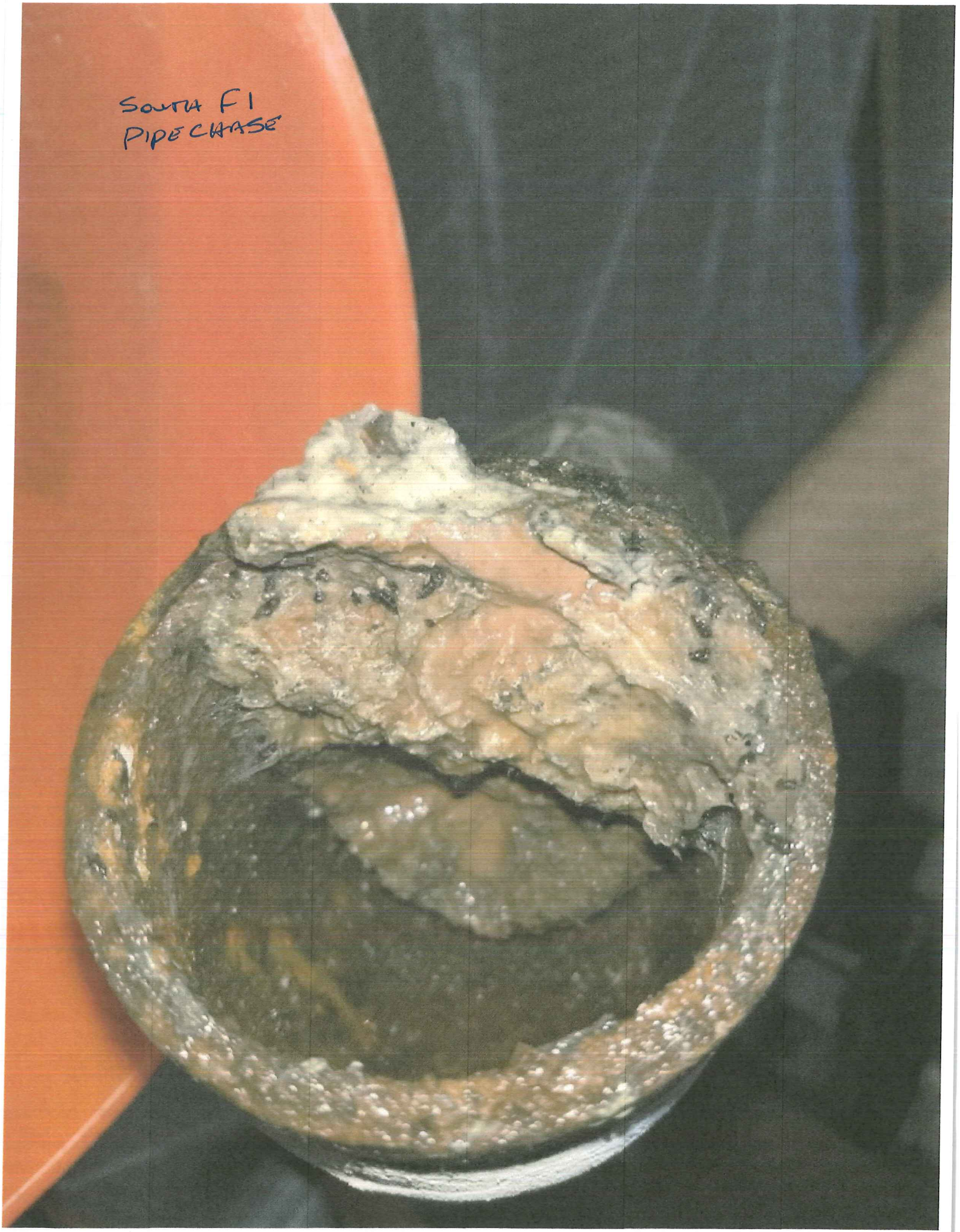
contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

---

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com


South
F1
Pipe Cutback


SOUTH F1
PIPE CHASE

**Whit Pilcher**

**From:** Plumb Masters Inc. <noreply@servicetitan.com>
**Sent:** Monday, October 15, 2018 2:06 PM
**To:** whit@strconstructors.com
**Subject:** Plumb Masters Invoice
**Attachments:** Invoice.pdf

Dear STR Constructors, LTD,

Attached is a copy of your invoice for services totaling $2,578.89 recently performed at 306 West 4th Street, Georgetown, TX 78626 USA.

Thank you for your business - we appreciate it very much.

Sincerely,
Plumb Masters Inc. Team
512-657-5862
The Plumb Masters
theplumbmasters@gmail.com

P.S. We would greatly appreciate if you shared this experience with others by posting a review on one or more of the following sites. Be sure to follow us as well to stay up to date on current blogs, videos and promotions.
The Plumb Masters
Facebook
Twitter
Yelp
Nextdoor for your community of neighbors

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

OCT 12, 2018

| INVOICE | INVOICE DATE |
|---|---|
| 27870663 | [redacted] |

12

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/13/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Kailum Castles

**Technician:** Robert Cordero

## DESCRIPTION OF WORK

Arrived and pulled off every ptrap, 13 and ran camera down each lateral line. Found out everyone needs replacing. Will need 13 3" P traps and roughly 75' of pipe 3". 5 45 and 5 90. 25 5" clevis hangers. Will return Monday to start repairs.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task: 8.5 hours labor | 8.50 | $219.00 | $1,861.50 |
| MISCNP01 | Misc non plumbing task: Materials | 1.00 | $717.39 | $717.39 |
| MISCNP01 | Misc non plumbing task: Sales tax on Home Depot materials. | 1.00 | $-50.50 | $-50.50 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $2,528.39 |
| TAX | $0.00 |
| TOTAL DUE | $2,528.39 |
| BALANCE DUE | $2,528.39 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

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12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

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### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

TSBPE 929 E. 41st, Austin, TX, 78751
Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $0.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/13/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/13/2018

MORRISON
SUPPLY COMPANY
a **MORSCO** brand

BRANCH: 1015 ROUND ROCK
2015 NORTH MAYS STREET
ROUND ROCK, TX 78664-2129
Phone: 512-255-2527
Fax: 512-255-2767

# Invoice

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/12/2018 | S105083072.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH, TX 76101-0309
Phone: 817-484-4676
Fax: 817-259-0945

PAGE NO.: 1 of 1

BILL TO:

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

SHIP TO:

PLUMB MASTERS INC NON TAX SHOP
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | ORDERED BY |
|---|---|---|---|
| 350673 | 27870663-002 | 27870663-002 | clay |

| SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE |
|---|---|---|---|---|
| House/Branch Sales 1014 | PICKUP NO PRINT | 2% 10th Net 15th | 10/12/2018 | 10/12/2018 |

| ORDER QTY | SHIP QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 4ea | 4ea | JSC T32003 3 RUBBER TEST CAP | 4.922/ea | 19.69 |
| 2ea | 2ea | ANCO 0010 4" NO-HUB COUPLING | 4.624/ea | 9.25 |

2018/10/12 12:12:49 PM S105083072.1

Clay H

clay

**For TERMS and CONDITIONS of sale, please visit http://www.morsco.com**

| | |
|---|---|
| Subtotal | 28.94 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 28.94 |

Printed By: MR00333 on 10/18/2018 9:48:14 AM

# FERGUSON

Willdamson County Jail

FEI-AUSTIN #1869
2551 NORTH MAYS
ROUND ROCK, TX 78665-2416

PH: 512-248-4050 FAX: 512-341-8980

STOCK SALES ORDER

ACCEPT B/O = N
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.0
OB SHP = N 0.0
12 OCT 2018 13:21:3

| ORDER NO. | REQUIRED DATE | SHIP WHS. | SELL WHS. |
|---|---|---|---|
| 6295689 | 10/12/18 | 1869 | 1869 |

| WRITER | SALESMAN |
|---|---|
| ATO | ELB/ELB |

TAG P.O. NO.

| CUSTOMER NO. | CUSTOMER ALPHA | CONTRACT NO. | BID NO. | ORDER DATE | ORDERED BY |
|---|---|---|---|---|---|
| 242725 | PLUMBMAST | | | 10/12/18 | CLAY |

INSTRUCTIONS: *GET(PO#) JOB NAME & ADDRESS*

OML CONTACT: Tony Oliver

VENDOR

VENDOR P.O. NO.

SOLD TO:
PLUMB MASTERS INC
12307 ROXIE DR # 213
AUSTIN, TX 78729

CUST PH: 512-657-5862

SHIP TO:
COUNTER PICK UP
2551 NORTH MAYS
ROUND ROCK, TX 78665-2416

SHIP VIA: CPU COUNTER PICK-UP

| ROUTE NO. | RUN NO. | DEPART TIME |
|---|---|---|
| | | |

| PCS | BAGS | BOXES | CRATES | LENGTHS | BUNDLES |
|---|---|---|---|---|---|
| | | | | | |

ROUTE DESC.

| CUSTOMER P.O. NO. | JOB NAME | ATTN: | SHIP WT. | SHIP DATE | DELIVERED BY | PACKED BY | CHECKED BY |
|---|---|---|---|---|---|---|---|
| 27870663-003 | WILLIAMSON COUNTY JL | | | | | | |

| LINE | ORDER QTY. | SHIP QTY. | BO QTY | ITEM CODE | DESCRIPTION | UNIT PRICE | U/M | TOTAL | P.O. NO. | AISLE LOC |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | 5 | 5 | 0 PFETCM | 3 RUB TEST CAP | 4.165 | EA | 20.83 | | |
| | | | | | | | | | 0.4 lb | |
| | | | | | TOTAL WEIGHT OF ORDER: | | | 2.000 lbs | | |

**********

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.

SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

| SUBTOTAL | INBOUND FREIGHT | OUTBOUND SHIPPING | TAX | LESS DEPOSIT | TOTAL DUE |
|---|---|---|---|---|---|
| 20.83 | | | | | |

CUSTOMER'S SIGNATURE: _____ DATE: _____

TERMS:

CUSTOMER COPY

Williamson

More saving.
More doing.

11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00001 15402 10/12/18 08:54 AM
CASHIER BRETT

073257012812 12' PLASTIC <A> 24.98
12'X400' .31MIL PAINTERS PLASTIC
898230002020 9X12 CANVAS <A> 23.00
9'X12' CANVAS DROP CLOTH 8OZ
073257012768 3-PACKDROP <A> 4.97
9'X12' .7MIL PLASTIC DROP CLOTH 3PK
672288700219 2 IN 1 TOWEL <A>
2 IN 1 TOWELS 12PK
3@7.98 23.94
051115036835 2090 <A>
SCOTCHBLUE 1.88" 2090
2@6.58 13.16
084305355546 HOMER BUCKET <A>
5GAL HOMER BUCKET
2@3.25 6.50
071691508694 32 GAL WH <A>
ROUGHNECK 32GAL WHEELED TRASHCAN-BLK
2@22.97 45.94
051751035544 10' FG STEP <A>
10' FG STEP LADDER TIA 300LB
2@207.00 414.00

SUBTOTAL 556.49
SALES TAX 45.91
TOTAL $602.40
XXXXXXXXXXXX2061 VISA USD$ 397.97
TA
AUTH CODE 085743/3010684 US DEBIT
AID A0000000980840

XXXXXXXXXXXX2061 VISA USD$ 204.43
TA
AUTH CODE 085854/3010685 US DEBIT
AID A0000000980840

P.O.#/JOB NAME: 27870663 001

0509 01 15402 10/12/2018 7744

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 01/10/2019 |

Williamson County Jail

More saving.
More doing.

11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00056 46534 10/16/18 09:32 AM
SELF CHECK OUT

073257012775 9X12 6PK <A> 7.98
9'X12' 7MIL PLASTIC DROP CLOTH 6PK
073257012805 9' PLASTIC <A> 19.98
9'X400 .31MIL PAINTER'S PLASTIC
898230002020 9X12 CANVAS <A> 23.00
9'X12' CANVAS DROP CLOTH 8OZ
672283650340 HDKTTWL40PK <A> 13.97
40 PACK TERRY TOWELS - 14X14 19OZ

SUBTOTAL 64.93
SALES TAX 5.36
TOTAL $70.29
XXXXXXXXXXXX2061 VISA USD$ 70.29
TA
AUTH CODE 003235/9567354 US DEBIT
AID A0000000980840

P.O.#/JOB NAME: 27869384 002

0509 56 46534 10/16/2018 6867

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 01/14/2019 |

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

BILL TO
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27869773 | Oct 15, 2018 |

JOB ADDRESS
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/15/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Kailum Castles

**Technician:** Robert Cordero

## DESCRIPTION OF WORK

Arrived and started repairs on the 3" drain lines, replaced 7 lateral lines with off and cast to off bands. Will return tomorrow and work on the longer lateral lines, there are 6 more left in the first section.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task:<br>Tech & 2 apprentices commercial rate per hr | 8.00 | $219.00 | $1,752.00 |
| MISCNP01 | Misc non plumbing task:<br>Materials to complete scope of work for the day | 1.00 | $735.81 | $735.81 |
| MISCNP01 | Misc non plumbing task:<br>Materials cost less sales tax originally charged | 1.00 | $-13.19 | $-13.19 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $2,474.62 |
| TAX | $0.00 |
| TOTAL DUE | $2,474.62 |
| BALANCE DUE | $2,474.62 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751
Master license holder: Andrew Kendall
Master License: M-40822

CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,752.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/15/2018

CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/15/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price




contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

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12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a **MORSCO** brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN, TX 78729-7123
Phone: 512-219-8335
Fax: 512-219-8938

# Invoice

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/17/2018 | S105104037.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH, TX 76101-0309
Phone: 817-484-4676
Fax: 817-259-0945

PAGE NO.: 1 of 1

BILL TO:

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

SHIP TO:

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN, TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | ORDERED BY |
|---|---|---|---|
| 489308 | 27869773-002 | Williamson Cnty Jail | Clay |

| SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE |
|---|---|---|---|---|
| House/Branch Sales 1014 | PICK UP | NET 15TH PROX | 10/17/2018 | 10/17/2018 |

| ORDER QTY | SHIP QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 13ea | 13ea | PVC 3 DWV P-TRAP W/SOLV WLD JOINT (MPDWVPTM) | 15.344/ea | 199.47 |
| 40ft | 40ft | PVCP 3X20 S40 PVC SOLID PE PIPE (MP40PM20) | 1.174/ea | 46.96 |
| 10ea | 10ea | RC CP-33 / 3000-33 3CIX3PL/ST SHIELD CPLG | 12.506/ea | 125.06 |
| 5ea | 5ea | PVC 3 DWV CPLG (MPDWVCM) | 2.244/ea | 11.22 |
| 20ft | 20ft | ANV 3/8X10 GALV STEEL ALL THREAD ROD (500330519) | 0.305/ft | 6.10 |
| 7ea | 7ea | ANCO 0008 3" NO-HUB COUPLING | 3.913/ea | 27.39 |
| 8ea | 8ea | JSC F20012 AAA ALKALINE BATTERY | 1.352/ea | 10.82 |
| 1ea | 1ea | LIS GON-17YYL OPTION GLOVE (GREY)-SYNTHETIC LEATHER WITH AIR MESH | 11.525/ea | 11.53 |

2018/10/17 03:04:49 AM S105104037.1
Clay
Picked
up
BT

**For TERMS and CONDITIONS of sale, please visit http://www.morsco.com**

| | |
|---|---|
| Subtotal | 438.55 |
| S&H Charges | 0.00 |
| Tax | ~~36.18~~ |
| Payments | 0.00 |
| Amount Due | 474.73 |

Printed By: MR00333 on 10/18/2018 9:51:08 AM

MORRISON
SUPPLY COMPANY
a **MORSCO** brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN, TX 78729-7123
Phone: 512-219-8335
Fax: 512-219-8938

# Invoice

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/15/2018 | S105087276.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH, TX 76101-0309
Phone: 817-484-4676
Fax: 817-259-0945

PAGE NO.: 1 of 1

BILL TO:

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

SHIP TO:

PLUMB MASTERS INC NON TAX SHOP
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | ORDERED BY |
|---|---|---|---|
| 350673 | 27869773-002 | Williamson Cnty Jail | Clay |

| SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE |
|---|---|---|---|---|
| House/Branch Sales 1014 | PICK UP | 2% 10th Net 15th | 10/15/2018 | 10/15/2018 |

| ORDER QTY | SHIP QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 13ea | 13ea | PVC 3 DWV P-TRAP W/SOLV WLD JOINT (MPDWVPTM) | 15.344/ea | 199.47 |
| 40ft | 40ft | PVCP 3X20 S40 PVC SOLID PE PIPE (MP40PM20) | 1.174/ea | 46.96 |
| 10ea | 10ea | RC CP-33 / 3000-33 3CIX3PL/ST SHIELD CPLG | 12.506/ea | 125.06 |
| 5ea | 5ea | PVC 3 DWV CPLG (MPDWVCM) | 2.244/ea | 11.22 |
| 20ft | 20ft | ANV 3/8X10 GALV STEEL ALL THREAD ROD (500330519) | 0.305/ft | 6.10 |
| 7ea | 7ea | ANCO 0008 3" NO-HUB COUPLING | 3.913/ea | 27.39 |
| 8ea | 8ea | JSC F20012 AAA ALKALINE BATTERY | 1.352/ea | 10.82 |
| 1ea | 1ea | LIS GON-17YYL OPTION GLOVE (GREY)-SYNTHETIC LEATHER WITH AIR MESH | 11.525/ea | 11.53 |

2019/10/16 03:00:20 AM S105087276.1

Clay M

Clay

**For TERMS and CONDITIONS of sale, please visit http://www.morsco.com**

| | |
|---|---|
| Subtotal | 438.55 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 438.55 |

Printed By: MR00333 on 10/18/2018 9:44:15 AM

# ACKNOWLEDGEMENT

FBM SPI

Foundation Building Materials

RETURN SERVICE REQUESTED

BRANCH 0176
207 E SAINT ELMO RD STE C
AUSTIN TX 78745-1247
(512) 326-3772 PH
(512) 326-3557 FX

Founded on Principle • Built with Purpose

| ORDER # | CUSTOMER PO # | PAGE |
|---|---|---|
| 17610061-00 | PLUMB MASTERS | 1 |
| ORDER DATE | JOB # / NAME | |
| 10/15/18 | | |
| PROMISED DATE | SHIP VIA | ORDER TAKEN BY |
| 10/15/18 | Cust Pick Up | Garza, Mario |
| TERMS | ORDERED BY | SALES REP |
| | JOHN | 176 House Acc |

SHIP TO: CASH CUSTOMER- AUSTIN
207 E SAINT ELMO RD STE C
AUSTIN, TX 78745-1247
(512)326-3772

CUST #: 2176

BILL TO: CASH CUSTOMER- AUSTIN
207 E SAINT ELMO RD STE C
AUSTIN, TX 78745-1247
(512)326-3772

Job#27869773-001

| Line No. | QTY Ord | Sell Unit | Product Code<br>Product Description | Weight | UOM Qty | UOM | Price Unit ($) | Sub Total ($) |
|---|---|---|---|---|---|---|---|---|
| 1 | 50 | SF | 3BAFTCFMFWXL1.5X24X25<br>THERMAL CERAMIC 1-1/2X24X25 FIREMASTER XL | 0.00 | 50.000 | SF | 3.98 | 199.00 |
| 2 | 2 | RL | TAPE-FOIL3<br>TAPE FOIL 3" X 150' | 4.00 | 2.000 | RL | 9.69 | 19.38 |

Total Weight of this order: 4
Qty Shipped Total: 52

Total 218.38
Order Total 218.38

Last Page

A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts.
ALL claims and returned goods MUST be accompanied by appropriate paperwork.
Job access is the contractor's responsibility, including ingress and egress.

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27869384 | Oct 16, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/16/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Kailum Castles

**Technician:** Robert Cordero

## DESCRIPTION OF WORK

Arrived And continued repiping sewer drains. We're able to get 2 done today, if we do 3 tomorrow we can wrap and add hangers Thursday, and begin running the camera in the next section.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task: 1 tech & 2 apprentice hourly | 8.00 | $219.00 | $1,752.00 |
| MISCNP01 | Misc non plumbing task: Materials for the day | 1.00 | $1,088.77 | $1,088.77 |
| MISCNP01 | Misc non plumbing task: Sales tax | 1.00 | $-5.90 | $-5.90 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $2,834.87 |
| TAX | $0.00 |
| TOTAL DUE | $2,834.87 |
| BALANCE DUE | $2,834.87 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

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1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

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Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,752.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/16/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/16/2018

contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

---

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1015 ROUND ROCK
2015 NORTH MAYS STREET
ROUND ROCK, TX 78664-2129
Phone: 512-255-2527
Fax: 512-255-2767

# Invoice

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/16/2018 | S105098542.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH, TX 76101-0309
Phone: 817-484-4676
Fax: 817-259-0945

PAGE NO.: 1 of 1

BILL TO:

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

SHIP TO:

PLUMB MASTERS INC NON TAX SHOP
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | ORDERED BY |
|---|---|---|---|
| 350673 | 27869384-003 | 27869384-003 | CLAY |

| SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE |
|---|---|---|---|---|
| House/Branch Sales 1014 | PICKUP NO PRINT | 2% 10th Net 15th | 10/16/2018 | 10/16/2018 |

| ORDER QTY | SHIP QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 6ea | 6ea | PVC 3X3X2 DWV SAN TEE RED (MPDWVSTMMK) | 5.082/ea | 30.49 |
| 7ea | 7ea | RC CP-200 / 3000-22 2CI/PLX2PL/ST SHIELD CPLG | 8.194/ea | 57.36 |
| 2ea | 2ea | PVC 3 DWV P-TRAP W/SOLV WLD JOINT (MPDWVPTM) | 15.344/ea | 30.69 |
| 4ea | 4ea | PVC 3 DWV 1/8 ST BEND (MPDWVS4M) | 3.928/ea | 15.71 |
| 4ea | 4ea | PVC 3 DWV 1/8 BEND HXH (MPDWV4M) | 4.144/ea | 16.58 |
| 6ea | 6ea | PVC 4X3 DWV FL BUSH SPGXHUB (MPDWVFBPM) | 3.521/ea | 21.13 |
| 6ea | 6ea | RC P-400 / 3005-44 4PL/STX4PL/ST SHIELD CPLG | 15.361/ea | 92.17 |
| 1ea | 1ea | MOEN 1222B CRTRGE POSI-TEMP BAG BK | 47.864/ea | 47.86 |

2018/10/16 11:21:12 AM S105098542.1

Clay H

CLAY

**For TERMS and CONDITIONS of sale, please visit http://www.morsco.com**

| | |
|---|---|
| Subtotal | 311.99 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 311.99 |

Printed By: MR00333 on 10/18/2018 9:45:24 AM

Williamson

More saving.
More doing.

11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00001 15402 10/12/18 08:54 AM
CASHIER BRETT

073257012812 12' PLASTIC <A> 24.98
12'X400' .31MIL PAINTERS PLASTIC
898230002020 9X12 CANVAS <A> 23.00
9'X12' CANVAS DROP CLOTH 8OZ
073257012768 3 PACKDROP <A> 4.97
9'X12' .7MIL PLASTIC DROP CLOTH 3PK
672288700219 2 IN 1 TOWEL <A>
2 IN 1 TOWELS 12PK
3@7.98 23.94
051115036835 2090 <A>
SCOTCHBLUE 1.88" 2090
2@6.58 13.16
084305355546 HOMER BUCKET <A>
5GAL HOMER BUCKET
2@3.25 6.50
071691508694 32 GAL WH <A>
ROUGHNECK 32GAL WHEELED TRASHCAN-BLK
2@22.97 45.94
051751035544 10' FG STEP <A>
10' FG STEP LADDER TYA 300LB
2@207.00 414.00

SUBTOTAL 556.49
SALES TAX 45.91
TOTAL $602.40

XXXXXXXXXXXX2061 VISA USD$ 397.97
TA
AUTH CODE 085743/3010684 US DEBIT
AID A0000000980840

XXXXXXXXXXXX2061 VISA USD$ 204.43
TA
AUTH CODE 085854/3010685 US DEBIT
AID A0000000980840

P.O.#/JOB NAME: 27870663 001

0509 01 15402 10/12/2018 7744

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 01/10/2019

Williamson County Jail

More saving.
More doing.

11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00036 46534 10/16/18 09:32 AM
SELF CHECK OUT

073257012775 9X12 6PK <A> 7.98
9'X12' 7MIL PLASTIC DROP CLOTH 6PK
073257012805 9' PLASTIC <A> 19.98
9'X400 .31MIL PAINTER'S PLASTIC
898230002020 9X12 CANVAS <A> 23.00
9'X12' CANVAS DROP CLOTH 8OZ
672283650020 HDKTTWL40PK <A> 13.97
40 PACK TERRY TOWELS - 14X14 19OZ

SUBTOTAL 64.93
SALES TAX 5.36
TOTAL $70.29

XXXXXXXXXXXX2061 VISA USD$ 70.29
TA
AUTH CODE 093235/9567354 US DEBIT
AID A0000000980840

P.O.#/JOB NAME: 27869384 002

0509 36 46534 10/16/2018 6867

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 01/14/2019

MORRISON
SUPPLY COMPANY
a **MORSCO** brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN, TX 78729-7123
Phone: 512-219-8335
Fax: 512-219-8938

# Invoice

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/16/2018 | S105096338.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH, TX 76101-0309
Phone: 817-484-4676
Fax: 817-259-0945

PAGE NO.
1 of 1

BILL TO:

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

SHIP TO:

PLUMB MASTERS INC NON TAX SHOP
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | ORDERED BY |
|---|---|---|---|
| 350673 | 27869008-001 | WILLIAMSON CTY JAIL | LIL' ROB |

| SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE |
|---|---|---|---|---|
| House/Branch Sales 1014 | PICK UP | 2% 10th Net 15th | 10/16/2018 | 10/16/2018 |

| ORDER QTY | SHIP QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 20ea | 20ea | RC P-300 / 3005-33 3PL/STX3PL/ST SHIELD CPLG | 13.127/ea | 262.54 |
| 8ea | 8ea | JSC T32003 3 RUBBER TEST CAP | 4.922/ea | 39.38 |
| 1bx | 1bx | CMC BLK-130B BLACK MAMBA GLOVES X-LARGE 100PR | 15.373/bx | 15.37 |
| 1ea | 1ea | BRY 1086201 2X60YD BLK DUCT TAPE | 6.500/ea | 6.50 |
| 100ea | 100ea | RHMR D38 3/8 STEEL DROP-IN ANCHOR | 0.480/ea | 48.00 |
| 100ea | 100ea | EGW 19572 3/8 PLATED STEEL HEX NUT | 0.046/ea | 4.60 |
| 100ea | 100ea | EGW WUSS037ZPK 3/8 FLAT ROUND STEEL WASHER PLN 20007 | 0.040/ea | 4.00 |
| 4ea | 4ea | VIEGPRS 79230 3/4 PXM ADPT LF | 4.711/ea | 18.84 |
| 4ea | 4ea | VIEGPRS 77717 3/4 PXP CAP | 7.328/ea | 29.31 |
| 3ea | 3ea | VIEGPRS 77052 3/4 FTGXP 90 ELL | 3.738/ea | 11.21 |
| 8ea | 8ea | PVC 3 DWV 1/8 BEND HXH (MPDWV4M) | 4.144/ea | 33.15 |
| 5ea | 5ea | PVC 3 DWV 1/4 BEND HXH (MPDWV9M) | 4.627/ea | 23.14 |
| 7ea | 7ea | PVC 3 DWV CPLG (MPDWVCM) | 2.244/ea | 15.71 |
| 3ea | 3ea | PVC 3 DWV WYE (MPDWVYM) | 8.440/ea | 25.32 |
| 60ft | 60ft | PVCP 3X20 S40 PVC SOLID PE PIPE (MP40PM20) | 1.174/ea | 70.44 |

2018/10/16 09:02:45 AM S105096338.1

Clay H

CLAY

**For TERMS and CONDITIONS of sale, please visit http://www.morsco.com**

| | |
|---|---|
| Subtotal | 607.51 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 607.51 |

Printed By: MR00333 on 10/18/2018 9:45:52 AM

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27869008 | Oct 17, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/17/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Kailum Castles

**Technician:** Robert Cordero

## DESCRIPTION OF WORK

Arrived and continued sewer repairs, got longest run done and firewrapped. Returning tomorrow to continue running lines.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task:<br>Hourly rate commercial 1 tech 3 apprentices. | 7.00 | $275.00 | $1,925.00 |
| MISCNP01 | Misc non plumbing task:<br>Materials | 1.00 | $823.71 | $823.71 |
| MISCNP01 | Misc non plumbing task:<br>Credit sales tax originally charged | 1.00 | $-19.26 | $-19.26 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $2,729.45 |
| TAX | $0.00 |
| TOTAL DUE | $2,729.45 |
| BALANCE DUE | $2,729.45 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,925.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/17/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/17/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price




contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

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12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN TX 78729-7123
Phone: 512-219-8335
Fax Number: 512-219-8938

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/18/2018 | S105103839.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

PAGE NO.
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27869008-001 | WILCO Jail | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Benjamin Thomas | PICKUP NO PRINT | NET 15TH PROX | 10/18/2018 | 10/17/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 20ea | 20ea | 11242 | ANV #260 5 BLK CLEVIS HANGER HD (500173117) | 3.085ea | 61.70 |
| 2ea | 2ea | 29984 | PVC 4X3 DWV FL BUSH SPGXHUB (MPDWVFBPM) | 3.521ea | 7.04 |
| 3ea | 3ea | 30318 | PVC 3 DWV 1/8 ST BEND (MPDWVS4M) | 3.928ea | 11.78 |




**SAVE TIME AND MONEY BY PAYING ONLINE**

Our goal is to make it easy for you to manage the invoices you receive from us. For the ultimate in convenience try our online bill payment portal. You will be notified by email when new invoices are posted. You can view, print, download and pay your invoices online. Save time and money by going paperless.

Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/17 07:49:13 AM S105103839.1

Clay

| | |
|---|---|
| Subtotal | 80.52 |
| S&H Charges | 0.00 |
| Tax | 6.64 |
| Payments | 0.00 |
| Amount Due | 87.16 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN, TX 78729-7123
Phone: 512-219-8335
Fax: 512-219-8938

# Invoice

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/17/2018 | S105104037.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH, TX 76101-0309
Phone: 817-484-4676
Fax: 817-259-0945

PAGE NO.: 1 of 1

BILL TO:

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

SHIP TO:

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN, TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | ORDERED BY |
|---|---|---|---|
| 489308 | 27869773-002 | Williamson Cnty Jail | Clay |

| SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE |
|---|---|---|---|---|
| House/Branch Sales 1014 | PICK UP | NET 15TH PROX | 10/17/2018 | 10/17/2018 |

| ORDER QTY | SHIP QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 13ea | 13ea | PVC 3 DWV P-TRAP W/SOLV WLD JOINT (MPDWVPTM) | 15.344/ea | 199.47 |
| 40ft | 40ft | PVCP 3X20 S40 PVC SOLID PE PIPE (MP40PM20) | 1.174/ea | 46.96 |
| 10ea | 10ea | RC CP-33 / 3000-33 3CIX3PL/ST SHIELD CPLG | 12.506/ea | 125.06 |
| 5ea | 5ea | PVC 3 DWV CPLG (MPDWVCM) | 2.244/ea | 11.22 |
| 20ft | 20ft | ANV 3/8X10 GALV STEEL ALL THREAD ROD (500330519) | 0.305/ft | 6.10 |
| 7ea | 7ea | ANCO 0008 3" NO-HUB COUPLING | 3.913/ea | 27.39 |
| 8ea | 8ea | JSC F20012 AAA ALKALINE BATTERY | 1.352/ea | 10.82 |
| 1ea | 1ea | LIS GON-17YYL OPTION GLOVE (GREY)-SYNTHETIC LEATHER WITH AIR MESH | 11.525/ea | 11.53 |

2018/10/17 09:04:49 AM S105104037.1
Clay
Picked
up
BT

**For TERMS and CONDITIONS of sale, please visit http://www.morsco.com**

| | |
|---|---|
| Subtotal | 438.55 |
| S&H Charges | 0.00 |
| Tax | ~~36.18~~ |
| Payments | 0.00 |
| Amount Due | 474.73 |

Printed By: MR00333 on 10/18/2018 9:51:08 AM

Williamson County Jail




1303 RIVERY BLVD
GEORGETOWN, TX 78626 (512)868-3682

6538 00058 46506 10/17/18 12:07 PM
SELF CHECK OUT

000346493184 EX SDS + <A> 15.47
BOSCH XTREME 3/16X12 SDS+ HMR BIT

| | |
|---|---|
| SUBTOTAL | 15.47 |
| SALES TAX | 1.28 |
| TOTAL | $16.75 |

XXXXXXXXXXXX2061 VISA USD$ 16.75
TA
AUTH CODE 020751/8534410 US DEBIT
AID A0000000980340

P.O.#/JOB NAME: 27869008 003



6538 58 46506 10/17/2018 2996

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 01/15/2019 |

The Williamson Co Jail




11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00001 25401 10/17/18 08:46 AM
CASHIER BRETT

045242319480 MILW4PKMRK <A> 3.97
MKE INKZALL FINE PT BLACK MARKER 4PK
633103900061 25FT MEASURE <A> 4.97
ANVIL 25FT TAPE MEASURE
039800131157 MAX AAA30 <A> 15.98
ENERGIZER MAX AAA30
073257012775 9X12 6PK <A> 7.98
9'X12' .7MIL PLASTIC DROP CLOTH 6PK
051751035537 8' FG STEP <A> 156.00
8' FG STEP LADDER TIA 300LB
820909997313 FOLDING RZR <A> 7.88
HSKY FLDNG LKBK RZR UTLTY KNIFE/HOST

| | |
|---|---|
| SUBTOTAL | 196.78 |
| SALES TAX | 16.23 |
| TOTAL | $213.01 |

XXXXXXXXXXXX2061 VISA USD$ 213.01
TA
AUTH CODE 084648/8011055 US DEBIT
AID A0000000980840

P.O.#/JOB NAME: 27869008 001



0509 01 25401 10/17/2018 6501

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 01/15/2019 |

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27869651 | Oct 18, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/18/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Kailum Castles

**Technician:** Robert Cordero

## DESCRIPTION OF WORK

Arrived and continued work. Got middle section 100% completed and tested. Tomorrow will return and wrap a few short lines and start running camera in next section.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task: Hrly 1 tech 3 appretice | 8.00 | $275.00 | $2,200.00 |
| MISCNP01 | Misc non plumbing task: Materials | 1.00 | $993.01 | $993.01 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $3,193.01 |
| TAX | $0.00 |
| TOTAL DUE | $3,193.01 |
| BALANCE DUE | $3,193.01 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751

Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $2,200.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/18/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/18/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price




contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

---

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN TX 78729-7123
Phone: 512-219-8335
Fax Number: 512-219-8938

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/18/2018 | S105112444.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

**PAGE NO.**
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27869651-002 | WILLIAMSON JAIL | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Craig Abrahamson | PICKUP NO PRINT | NET 15TH PROX | 10/18/2018 | 10/18/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 4ea | 4ea | 30251 | PVC 3 DWV 1/8 BEND HXH (MPDWV4M) | 4.144ea | 16.58 |
| 4ea | 4ea | 30318 | PVC 3 DWV 1/8 ST BEND (MPDWVS4M) | 3.928ea | 15.71 |
| 2ea | 2ea | 31031 | PVC 3 DWV LS 1/4 BEND (MPDWVLS9M) | 5.948ea | 11.90 |
| 30ft | 30ft | 10307 | ANV 3/8X10 GALV STEEL ALL THREAD ROD (500330519) | 0.305ft | 9.15 |
| 40ft | 40ft | 48248 | PVCP 3X20 S40 PVC SOLID PE PIPE (MP40PM20) | 1.174ft | 46.96 |




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Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/18 08:07:27 AM S105112444.1

Clay H

CLAY

| | |
|---|---|
| Subtotal | 100.30 |
| S&H Charges | 0.00 |
| Tax | 8.27 |
| Payments | 0.00 |
| Amount Due | 108.57 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1015 ROUND ROCK
2015 NORTH MAYS STREET
ROUND ROCK TX 78664-2129
Phone: 512-255-2527
Fax Number: 512-255-2767

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/18/2018 | S105115398.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

**PAGE NO.**
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27869651-003 | 27869651-003 | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Rudy Lerma | PICKUP NO PRINT | NET 15TH PROX | 10/18/2018 | 10/18/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 25ea | 25ea | 9752 | ANV #65 4 GALV CLEVIS HANGER LIGHT DUTY (560299943) | 2.238ea | 55.95 |
| 5ea | 5ea | 11626 | ANV #260 6 GALV CLEVIS HANGER HD (500359708) | 4.345ea | 21.73 |




**SAVE TIME AND MONEY BY PAYING ONLINE**

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Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/18 11:21:46 AM S105115398.1

Clay H

CLAY

| | |
|---|---|
| Subtotal | 77.68 |
| S&H Charges | 0.00 |
| Tax | 6.41 |
| Payments | 0.00 |
| Amount Due | 84.09 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

# ACKNOWLEDGEMENT

FBM SUPPLY
Foundation Building Materials
RETURN SERVICE REQUESTED

BRANCH 0176
207 E SAINT ELMO RD STE C
AUSTIN TX 78745-1247
(512) 326-3772 PH
(512) 326-3557 FX

Founded on Principle • Built with Purpose

| ORDER # | CUSTOMER PO # | PAGE |
|---|---|---|
| 17610141-00 | plumb masters | 1 |
| ORDER DATE | JOB # / NAME | |
| 10/18/18 | | |
| PROMISED DATE | SHIP VIA | ORDER TAKEN BY |
| 10/18/18 | Cust Pick Up | Shoemate, Jas |
| TERMS | ORDERED BY | SALES REP |
| | ? | 176 House Acc |

SHIP TO: CASH CUSTOMER- AUSTIN
207 E SAINT ELMO RD STE C
AUSTIN, TX 78745-1247
(512)326-3772

CUST #: 2176

BILL TO: CASH CUSTOMER- AUSTIN
207 E SAINT ELMO RD STE C
AUSTIN, TX 78745-1247
(512)326-3772

PO# 27869651-001

| Line No | QTY Ord | Sell Unit | Product Code / Product Description | Weight | UOM Qty | UOM | Price Unit ($) | Sub Total ($) |
|---|---|---|---|---|---|---|---|---|
| 1 | 100 | SF | 3BAFTCFMFWXL1.5X24X25<br>THERMAL CERAMIC 1-1/2X24X25 FIREMASTER XL | 5000.00 | 100.000 | SF | 3.98 | 398.00 |
| 2 | 4 | RL | TAPE-FOIL3<br>TAPE FOIL 3" X 150' | 8.00 | 4.000 | RL | 9.69 | 38.76 |
| 3 | 100 | SF | 3BAFTCPW1/2X48X25<br>THERMAL CERAMIC PLENUM WRAP 1/2x48x25 | 5000.00 | 100.000 | SF | 2.88 | 288.00 |

Total Weight of this order: 10008
Qty Shipped Total: 204

Total 724.76
Order Total 724.76

10-18-18

Last Page

A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts.
ALL claims and returned goods MUST be accompanied by appropriate paperwork.
Job access is the contractor's responsibility, including ingress and egress.

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27870024 | Oct 19, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/19/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Kailum Castles

**Technician:** Robert Cordero

## DESCRIPTION OF WORK

Arrived and continued, work. Will return Monday.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task: Commercial Hourly rate 1 tech 3 apprentices | 4.00 | $275.00 | $1,100.00 |
| MISCNP01 | Misc non plumbing task: Materials | 1.00 | $21.66 | $21.66 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $1,121.66 |
| TAX | $0.00 |
| TOTAL DUE | $1,121.66 |
| BALANCE DUE | $1,121.66 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751
Master license holder: Andrew Kendall

contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

---

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,100.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/19/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/19/2018

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN TX 78729-7123
Phone: 512-219-8335
Fax Number: 512-219-8938

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/19/2018 | S105120531.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

PAGE NO.
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27870024-001 | WILCO Jail | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Benjamin Thomas | PICKUP NO PRINT | NET 15TH PROX | 10/19/2018 | 10/19/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 4ea | 4ea | 90273 | JSC T32003 3 RUBBER TEST CAP | 4.922ea | 19.69 |




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Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/19 08:28:26 AM S105120531.1

Clay H

Clay

| | |
|---|---|
| Subtotal | 19.69 |
| S&H Charges | 0.00 |
| Tax | 1.62 |
| Payments | 0.00 |
| Amount Due | 21.31 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

BILL TO
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27894032 | Oct 22, 2018 |

JOB ADDRESS
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/22/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Robert Cordero

**Technician:** Steven McCormack

## DESCRIPTION OF WORK

Arrived and continued repairs on sewer pipe. Finished 5 complete p traps and lateral. Will continue tomorrow,

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task: Plumber & 2 apprentices | 8.50 | $219.00 | $1,861.50 |
| MISCNP01 | Misc non plumbing task: Materials | 1.00 | $588.40 | $588.40 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $2,449.90 |
| TAX | $0.00 |
| TOTAL DUE | $2,449.90 |
| BALANCE DUE | $2,449.90 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751

Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,861.50 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/22/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/22/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN, TX 78729-7123
Phone: 512-219-8335
Fax: 512-219-8938

# Acknowledgement

| ORDER DATE | ORDER NUMBER |
|---|---|
| 10/22/2018 | S105133839 |
| PLEASE REMIT TO:<br>MORRISON SUPPLY COMPANY<br>PO BOX 309<br>FORT WORTH, TX 76101-0309<br>Phone: 512-219-8335 | PAGE NO.<br>1 of 1 |

SOLD TO:

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN, TX 78729-7125

SHIP TO:

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN, TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON |
|---|---|---|---|
| 489308 | ZZHOLD | WILCO Jail | House/Branch Sales 1014 |

| WRITER | SHIP VIA | TERMS | SHIP DATE | FREIGHT ALLOWED |
|---|---|---|---|---|
| Benjamin Thomas | WILL CALL | NET 15TH PROX | 10/22/2018 | No |

| ORDER QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|
| 10ea | 31285 | PVC 3 DWV P-TRAP W/SOLV WLD JOINT (MPDWVPTM) | 15.344/ea | 153.44 |
| 10ea | 30318 | PVC 3 DWV 1/8 ST BEND (MPDWVS4M) | 3.928/ea | 39.28 |
| 5ea | 31031 | PVC 3 DWV LS 1/4 BEND (MPDWVLS9M) | 5.948/ea | 29.74 |
| 10ea | 30251 | PVC 3 DWV 1/8 BEND HXH (MPDWV4M) | 4.144/ea | 41.44 |
| 5ea | 29965 | PVC 3X2 DWV FL BUSH SPGXHUB (MPDWVFBMK) | 2.065/ea | 10.33 |
| 3ea | 29984 | PVC 4X3 DWV FL BUSH SPGXHUB (MPDWVFBPM) | 3.521/ea | 10.56 |
| 20ea | 84408 | RC CP-33 / 3000-33 3CIX3PL/ST SHIELD CPLG | 12.506/ea | 250.12 |

*All sales are subject to Morsco's Terms and Conditions which are available in each branch and at www.morsco.com. A customer's acceptance of the goods is evidence of acceptance of such Terms and Conditions of Sale and waiver of any conflicting terms.*

| | |
|---|---|
| Subtotal | 534.91 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Total | 534.91 |

**www.morsco.com**

Printed By: BT00334 on 10/22/2018 2:56:29 PM

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27893928 | Oct 23, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/23/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Robert Cordero

**Technician:** Steven McCormack

## DESCRIPTION OF WORK

Arrived and continued sewer line repairs. Ran 1 line from middle of investigative room on South side to the main on the north. This line had 2 p traps on it and one was inside the wall so we rerouted line. Cleaned up, will return tomorrow to run more sewer lines,

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task: Plumber and 2 apprentice | 6.00 | $219.00 | $1,314.00 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $1,314.00 |
| TAX | $0.00 |
| TOTAL DUE | $1,314.00 |
| BALANCE DUE | $1,314.00 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751
Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,314.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/23/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/23/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

---

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27895554 | Oct 24, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/24/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Robert Cordero

**Technician:** Steven McCormack

## DESCRIPTION OF WORK

Arrived and continied running new PVC sewer laterals in 2nd section. Ran lateral headed north away from main in offices. Fure wrapping will be in tomorrow, this section needs fee wrapping. Will continue Thursday and Friday.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task:<br>Replacing sewer line from cast to PVC | 7.00 | $219.00 | $1,533.00 |
| MISCNP01 | Misc non plumbing task:<br>Materials | 1.00 | $99.28 | $99.28 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $1,632.28 |
| TAX | $0.00 |
| TOTAL DUE | $1,632.28 |
| BALANCE DUE | $1,632.28 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751
Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,533.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/24/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/24/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

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2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

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### ENTIRE AGREEMENT

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### WARRANTIES, AND LIMITATIONS OF WARRANTIES

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The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN TX 78729-7123
Phone: 512-219-8335
Fax Number: 512-219-8938

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/24/2018 | S105144773.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH TX 76101-0309
Phone: 817-484-4676
Fax Number: 817-259-0945

PAGE NO.
Page 1 of 1

**BILL TO:**

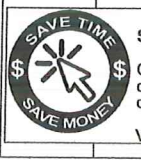
PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27895554-001 | WILCO JAIL | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Robert Van Weezel | PICKUP NO PRINT | NET 15TH PROX | 10/24/2018 | 10/24/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 5ea | 5ea | 84481 | RC P-300 / 3005-33 3PL/STX3PL/ST SHIELD CPLG | 13.127ea | 65.64 |
| 5ea | 5ea | 90273 | JSC T32003 3 RUBBER TEST CAP | 4.922ea | 24.61 |




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Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/24 09:10:50 AM S105144773.1

Clay

Clay

| | |
|---|---|
| Subtotal | 90.25 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 90.25 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27892752 | Oct 25, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/25/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Brian

**Technician:** Steven McCormack

## DESCRIPTION OF WORK

Arrived and continued running new PVC sewer piping. Arrived and finished up the line we left on before. Began pulling pipe and running on the last section in this area. Wrapped the section we ran with fire wrapping. Tommorrow will finish last lateral and hopefully wrap.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task:<br>Running sewer line change out ca st iron for PVC | 8.00 | $219.00 | $1,752.00 |
| MISCNP01 | Misc non plumbing task:<br>Materials | 1.00 | $785.35 | $785.35 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $2,537.35 |
| TAX | $0.00 |
| TOTAL DUE | $2,537.35 |
| BALANCE DUE | $2,537.35 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751
Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,752.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/25/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/25/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

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## Terms & Conditions

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3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

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---

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1015 ROUND ROCK
2015 NORTH MAYS STREET
ROUND ROCK TX 78664-2129
Phone: 512-255-2527
Fax Number: 512-255-2767

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/25/2018 | S105156114.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

**PAGE NO.**
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27892752-002 | 27892752-002 | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Ross Dahl | PICKUP NO PRINT | NET 15TH PROX | 10/25/2018 | 10/25/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 3ea | 3ea | 30318 | PVC 3 DWV 1/8 ST BEND (MPDWVS4M) | 3.928ea | 11.78 |
| 2ea | 2ea | 30705 | PVC 3 DWV SAN TEE (MPDWVSTM) | 6.758ea | 13.52 |
| 2ea | 2ea | 32756 | PVC 3 DWV WYE (MPDWVYM) | 8.440ea | 16.88 |
| 1ea | 1ea | 31031 | PVC 3 DWV LS 1/4 BEND (MPDWVLS9M) | 5.948ea | 5.95 |




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Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/25 12:05:22 PM S105156114.1

Clay H

CLAY

| | |
|---|---|
| Subtotal | 48.13 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 48.13 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN TX 78729-7123
Phone: 512-219-8335
Fax Number: 512-219-8938

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/25/2018 | S105152765.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

PAGE NO.
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27892752-002 | WILCO Jail | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Benjamin Thomas | PICKUP NO PRINT | NET 15TH PROX | 10/25/2018 | 10/25/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 60ft | 60ft | 48248 | PVCP 3X20 S40 PVC SOLID PE PIPE (MP40PM20) | 1.174ft | 70.44 |




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2018/10/25 08:14:15 AM S105152765.1

Clay

| | |
|---|---|
| Subtotal | 70.44 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 70.44 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

FBM SUPPLY

Foundation Building Materials

RETURN SERVICE REQUESTED

BRANCH 0176
207 E SAINT ELMO RD STE C
AUSTIN TX 78745-1247
(512) 326-3772 PH
(512) 326-3557 FX

Founded on Principle • Built with Purpose

# ACKNOWLEDGEMENT

| ORDER # | CUSTOMER PO # | PAGE |
|---|---|---|
| 17610281-00 | PLUMB MASTERS | 1 |
| ORDER DATE | JOB # / NAME | |
| 10/25/18 | | |
| PROMISED DATE | SHIP VIA | ORDER TAKEN BY |
| 10/25/18 | Cust Pick Up | Garza, Mario |
| TERMS | ORDERED BY | SALES REP |
| | JAVIER | 176 House Acc |

SHIP TO: CASH CUSTOMER- AUSTIN
207 E SAINT ELMO RD STE C
AUSTIN, TX 78745-1247
(512)326-3772

CUST #: 2176

BILL TO: CASH CUSTOMER- AUSTIN
207 E SAINT ELMO RD STE C
AUSTIN, TX 78745-1247
(512)326-3772

Po# 2789217 52-001

| Line No. | QTY Ord | Sell Unit | Product Code / Product Description | Weight | UOM Qty | UOM | Price Unit ($) | Sub Total ($) |
|---|---|---|---|---|---|---|---|---|
| 1 | 200 | SF | 3BAFTCPW1/2X48X25<br>THERMAL CERAMIC PLENUM WRAP 1/2x48x25 | 0.00 | 200.000 | SF | 2.88 | 576.00 |
| 2 | 2 | RL | TAPE-FOIL3<br>TAPE FOIL 3" X 150' | 4.00 | 2.000 | RL | 9.69 | 19.38 |

| | | | |
|---|---|---|---|
| Total Weight of this order: | 4 | Total | 595.38 |
| Qty Shipped Total: | 202 | Order Total | 595.38 |

Last Page

A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts.
ALL claims and returned goods MUST be accompanied by appropriate paperwork.
Job access is the contractor's responsibility, including ingress and egress.

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27893940 | [redacted] |

Oct, 26

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/29/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Brian

**Technician:** Steven McCormack

## DESCRIPTION OF WORK

Arrived on site and continued running 3" PVC as we took down the old 3" cast iron piping. Finished running all PVC and hangers, will return Monday to finish the fire wrapping.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task:<br>7 Hours - lead & 2 apprentice | 7.00 | $219.00 | $1,533.00 |
| MISCNP01 | Misc non plumbing task:<br>Materials | 1.00 | $144.89 | $144.89 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $1,677.89 |
| TAX | $0.00 |
| TOTAL DUE | $1,677.89 |
| BALANCE DUE | $1,677.89 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751

Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,533.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/29/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/29/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

2793940 002
WCJ




More saving.
More doing.℠

11301 LAKELINE BLVD
AUSTIN TX 78717 (512) 331-4436

0509 00058 73310 10/26/18 08:38 AM
SELF CHECK OUT

073257012812 12' PLASTIC <A> 24.98
12'X400' .31MIL PAINTERS PLASTIC
672288700219 2 IN 1 TOWEL <A> 7.98
2 IN 1 TOWELS 12PK
073257012768 3-PACKDROP <A> 4.97
9'X12' .7MIL PLASTIC DROP CLOTH 3PK
051131797505 EDGE LOCK 2" <A> 8.97
SCOTCHBLUE 1.88" 2080EL
854135005047 OUTDOOR CAN <A> 26.97
OTTO 45GAL WHEELED REFUSE CAN

SUBTOTAL 73.87
SALES TAX 6.09
TOTAL $79.96
XXXXXXXXXXXX2061 VISA
USD$ 79.96
AUTH CODE 084117/9586221 TA
AID A0000000980840 US DEBIT

P.O.#/JOB NAME: 2793940 002



0509 58 73310 10/26/2018 6252

RETURN POLICY DEFINITIONS

| | POLICY ID | DAYS | POLICY EXPIRES ON |
|---|---|---|---|
| A | 1 | 90 | 01/24/2019 |

MORRISON
SUPPLY COMPANY
a **MORSCO** brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN TX 78729-7123
Phone: 512-219-8335
Fax Number: 512-219-8938

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/26/2018 | S105160484.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

**PAGE NO.**
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27893940-001 | WILCO JAIL | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Matthew Riley | PICKUP NO PRINT | NET 15TH PROX | 10/26/2018 | 10/26/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 5ea | 5ea | 84392 | RC CP-200 / 3000-22 2CI/PLX2PL/ST SHIELD CPLG | 8.194ea | 40.97 |




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Our goal is to make it easy for you to manage the invoices you receive from us. For the ultimate in convenience try our online bill payment portal. You will be notified by email when new invoices are posted. You can view, print, download and pay your invoices online. Save time and money by going paperless.

Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/26 08:10:04 AM S105160484.1

CLAY

| | |
|---|---|
| Subtotal | 40.97 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 40.97 |

| | |
|---|---|
| **TO VIEW ONLINE** | http://morsco.billtrust.com |
| **ENROLLMENT TOKEN** | XKD MGR GFS |
| **ACCOUNT NUMBER** | 14754.00 |

MORRISON
SUPPLY COMPANY
a **MORSCO** brand

BRANCH: 1015 ROUND ROCK
2015 NORTH MAYS STREET
ROUND ROCK TX 78664-2129
Phone: 512-255-2527
Fax Number: 512-255-2767

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/26/2018 | S105163799.001 |

PLEASE REMIT TO:
**MORRISON SUPPLY COMPANY**
**PO BOX 309**
**FORT WORTH TX 76101-0309**
**Phone: 817-484-4676**
**Fax Number: 817-259-0945**

**PAGE NO.**
Page 1 of 1

**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 2788742-003 | 2788742-003 | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Ross Dahl | PICKUP NO PRINT | NET 15TH PROX | 10/26/2018 | 10/26/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 2ea | 2ea | 32756 | PVC 3 DWV WYE (MPDWVYM) | 8.440ea | 16.88 |




**SAVE TIME AND MONEY BY PAYING ONLINE**

Our goal is to make it easy for you to manage the invoices you receive from us. For the ultimate in convenience try our online bill payment portal. You will be notified by email when new invoices are posted. You can view, print, download and pay your invoices online. Save time and money by going paperless.

Visit to enroll http://morsco.billtrust.com

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**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/26 12:14:34 PM S105163799.1

Clay H

CLAY

| | |
|---|---|
| Subtotal | 16.88 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 16.88 |

| | |
|---|---|
| **TO VIEW ONLINE** | http://morsco.billtrust.com |
| **ENROLLMENT TOKEN** | XKD MGR GFS |
| **ACCOUNT NUMBER** | 14754.00 |

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

12307 Roxie Dr #213
Austin, TX 78729
512-657-5862
https://www.theplumbmasters.com

**BILL TO**
STR Constructors, LTD
15500 West State Highway 29
Liberty Hill, TX 78642 USA

| INVOICE | INVOICE DATE |
|---|---|
| 27893683 | Oct 29, 2018 |

**JOB ADDRESS**
Williamson County Jail
306 West 4th Street
Georgetown, TX 78626 USA

**Completed Date:** 10/29/2018
**Technician:** Clay Halliburton
**License #:** M-40822. TSBPE 929 E 41ST ST, AUSTIN, TX 78751

**Technician:** Brian

**Technician:** Robert Cordero

## DESCRIPTION OF WORK

Finished up all fire wrapping, tested drains. All working great. Took all old cast iron to the dump. Job complete for now. Will start up again once county is ready.

| TASK | DESCRIPTION | QTY | PRICE | TOTAL |
|---|---|---|---|---|
| MP-1 | Misc plumbing task: Sewer repipe | 7.00 | $219.00 | $1,533.00 |
| MISCNP01 | Misc non plumbing task: Materials | 1.00 | $29.52 | $29.52 |

| | |
|---|---|
| POTENTIAL SAVINGS | $0.00 |
| SUB-TOTAL | $1,562.52 |
| TAX | $0.00 |
| TOTAL DUE | $1,562.52 |
| BALANCE DUE | $1,562.52 |

Additional 3% charge will be added for using credit card to pay invoice total over $1000

Sales tax will be applied to final invoice at appropriate state, county & city tax rate (s).

TSBPE 929 E. 41st, Austin, TX, 78751

Master license holder: Andrew Kendall
Master License: M-40822

## CUSTOMER AUTHORIZATION

**I authorize Plumb Masters to commence the work described above for the amount of $1,533.00 plus applicable sales tax & to the Terms and Conditions. I further agree upon completion of work to let Plumb Masters know about any less than satisfactory experience with the staff or workmanship so they can make any necessary adjustments.**

**If there is anything we can do to make our service better, please let us know. "If You're Not Happy, We're Not Finished!"**

Sign here Date 10/29/2018

## CUSTOMER ACKNOWLEDGEMENT

I hereby agree the above stated work for {AuthorizationAmount} plus applicable sales tax has been completed and that all payments provided are ready to be processed. Signature acknowledges work completion to my customer satisfaction and that any future issues arising from this work will be promptly brought to the attention of Plumb Masters Inc. for review and correction as necessary.

Sign here Date 10/29/2018

Plumb Masters
NEED A PLUMBER? CALL THE MASTERS.

Thank you for choosing Plumb Masters Inc! We appreciate your business.

## Terms & Conditions

### RESPONSIBILITIES OF CUSTOMER:

Customer represents that, except as described in the request for service, all plumbing, and drain systems are in good repair and condition and agrees to hold Seller harmless for the discovery of defective conditions, including but not limited to the following: 1) Improper or faulty plumbing 2. Rusted or defective pipes 3. Acids in the drain system 4. Lines that are settled or broken 5. Existing illegal conditions as described by the local ruling Municipality 6. Defective roofing 7. Electrical defects 8. Improper or faulty electrical. Customer shall permit Seller free and timely access to areas and equipment, and allow Seller to start and stop the equipment as necessary to perform required services.

### RESPONSIBILITIES OF SELLER:

Seller shall perform all work in a competent, professional manner. Seller is not responsible for any pre-existing illegal conditions. Seller will not be required to move, replace or alter any items including but not limited to furniture, pieces of the building structure in the performance of agreed upon project scope.

### LIMITED WARRANTY:

Company warrants its work to be free from defects in material and workmanship for the warranty period of ninety (90) days from completion of project as estimated by Seller and agreed to by Customer; unless otherwise stated in writing on the face hereof. All drain stoppages are not warranted unless otherwise stated in writing on the face hereof. All warranties are void if payments is not made at the time of completion as prescribed by Customers' authorization and approval of project terms. Warranties extend only to the Customer and are non-transferable. If a defect in materials or workmanship covered by this warranty occurs, Seller will, with reasonable promptness during normal working hours, remedy the defect. In no event shall Seller be held liable for water or other damage caused by any delay in remedying a defect. To obtain warranty performance, notify Seller of any defect or claim for breach at the address and telephone number on the face hereof.

### EXCLUSIONS and LIMITATIONS:

CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE CUSTOMER EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Seller is not responsible for the following which are excluded from the coverage of this limited warranty

1. Defective conditions listed under the above "Responsibilities of Customer".
2. Work performed by, or materials installed by other parties not associated with Seller or not listed in this agreement.
3. Defects and failures from mistreatment or neglect or otherwise not caused by defect in Seller's materials or work.
4. Discoloration or Mold detection and/or development of any kind.
5. Warranty does not cover parts or fixtures supplied by the customer.
6. Sellers obligation under this Agreement and any subsequent contract does not include the identification, abatement or removal of mold, asbestos products or other hazardous substances and materials. In the even such elements are encountered, Seller sole obligation will be to notify the Customer of the existence of such substances or materials. Seller shall have the right thereafter to suspend its work until such substances or materials and the resultant hazards are removed.

"THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY SELLER MAKES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR GOODS SOLD, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED"

### PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or protect any personal property, inside and out, including but not limited to carpets, rugs, shrubs and planting, and Seller shall not be responsible for said items. Nor shall Seller be held responsible for the natural consequences of Seller's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, wallpaper, drywall, stucco, tile, cabinets or other appurtenances to the residence or real property. Seller shall not be responsible for damage to personal property, real property or any improvements to real property caused by persons delivering materials or equipment, or keeping gates and doors closed for children and animals.

### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by any agent purporting to act for on their behalf, or by any commitment, or arrangement herein. This agreement binds jointly and severally all signing as Customer, their heirs, representations, successors or assigns. Seller will not provide an itemized breakdown of material and/or labor.

### WARRANTIES, AND LIMITATIONS OF WARRANTIES

No warranty, express or implied is provided for any existing systems or appliances. Any alterations, additions or repairs made by others unless authorized or agreed upon by Seller, will be cause to terminate Seller's obligation under this contract. The price

contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

The price contained in this agreement is based upon work being done at the time of service and shall be valid for 30 days. After 30 days the work in this agreement may need to be re-evaluated.

---

12307 Roxie Dr. # 213, Austin, TX 78729
Phone: 512-657-5862 Email: theplumbmasters@gmail.com
Website: https://www.theplumbmasters.com

MORRISON
SUPPLY COMPANY
a MORSCO brand

BRANCH: 1014 AUSTIN NORTHWEST
12301 ROXIE DRIVE
AUSTIN TX 78729-7123
Phone: 512-219-8335
Fax Number: 512-219-8938

# INVOICE

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 10/29/2018 | S105168046.001 |

PLEASE REMIT TO:
MORRISON SUPPLY COMPANY
PO BOX 309
FORT WORTH TX 76101-0309
Phone: 817-484-4676
Fax Number: 817-259-0945



**BILL TO:**

PLUMB MASTERS INC
12307 ROXIE DR #213
AUSTIN TX 78729-7125

**SHIP TO:**

PLUMB MASTERS STR WILLIAMSON JAIL
306 W 4TH ST
GEORGETOWN TX 78626-4906

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | |
|---|---|---|---|---|
| 489308 | 27893683-001 | JAIL. | House/Branch Sales 1014 | |
| **WRITER** | **SHIP VIA** | **TERMS** | **SHIP DATE** | **ORDER DATE** |
| Craig Abrahamson | PICKUP NO PRINT | NET 15TH PROX | 10/29/2018 | 10/29/2018 |

| ORDER QTY | SHIP QTY | PRODUCT ID | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|---|---|
| 1ea | 1ea | 84392 | RC CP-200 / 3000-22 2CI/PLX2PL/ST SHIELD CPLG | 8.194ea | 8.19 |
| 1ea | 1ea | 30653 | PVC 2 DWV 1/4 VENT ELB HXH (MPDWVV9K) | 2.688ea | 2.69 |
| 1ea | 1ea | 31067 | PVC 2 DWV LS 1/4 ST BEND (MPDWVLSS9K) | 4.283ea | 4.28 |
| 4ea | 4ea | 10084 | ANV #65 4 BLK CLEVIS HANGER LIGHT DUTY (560006066) | 1.793ea | 7.17 |
| 1ea | 1ea | 31276 | PVC 2 DWV P-TRAP W/SOLV WLD JOINT (MPDWVPTK) | 4.512ea | 4.51 |




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Visit to enroll http://morsco.billtrust.com

**For TERMS and CONDITIONS, See "TERMS PAGE."**

**Invoice is due by 11/15/2018. All claims for shortages or errors must be made at once, returns require written authorization and are subject to handling charges. Special orders are non-returnable.**

2018/10/29 08:04:46 AM S105168046.1

Clay H

CLAY

| | |
|---|---|
| Subtotal | 26.84 |
| S&H Charges | 0.00 |
| Tax | 0.00 |
| Payments | 0.00 |
| Amount Due | 26.84 |

| | |
|---|---|
| TO VIEW ONLINE | http://morsco.billtrust.com |
| ENROLLMENT TOKEN | XKD MGR GFS |
| ACCOUNT NUMBER | 14754.00 |

**Doyle Electric, LLC**
1108 S Lakeside Dr
Burnet, Texas 78611
Phone: 512-743-5534

# Request for Change Order

11/6/2018

**TO:**

STR Constructors
Whit Pilcher
Liberty Hill, Texas 78642

**JOB:**
Project: Williamson County Jail Kitchen Renovation
508 S. Rock St. Georgetown, TX 78628
Change Order Number: 516-012

**CHANGE ORDER INFORMATION:** Sheriff's Office Flood

**WORK DESCRIPTION:** Work includes disconnection of a faulty fixture and installation of (1) new fixture.

The total amount of this Change Order is: **$200.00**
Added Work Days (M-F): **0 Working Days**

**Exclusions:**
- **Tax**
- **Existing conditions of remaining electrical items**
- **HVAC Control Inspection/Operation**
- **Paint**

Sincerely,

*Dustin Doyle*

Dustin Doyle
Doyle Electric, LLC
512-743-5534

WILCO Jail Renovation - Emergency Call Sherrif Flood

| Item# | Description | Qty | Price | Price Unit | Ext Price | Labor | Labor Unit | Ext Labor |
|---|---|---|---|---|---|---|---|---|
| 5079 | 2x4 Fixture - 2 Lamp | 1.00 | 51.68 | E | 51.68 | 0.00 | E | 0.00 |
| 5744 | Electrician Hours | 2.00 | 13.32 | E | 0.00 | 1.00 | E | 2.00 |
| | | | | Total | $51.68 | | Total | 2.00 Hrs |

| Change Order Summary | |
|---|---|
| Material Total | $51.68 |
| **Material Subtotal** | **$51.68** |
| Electrician Hours | 0.00 |
| Electrican per Hour Including Burden | $33.12 |
| Superintedent Hours | 2 |
| Superintedent per Hour Including Burden | $56.05 |
| ***Labor Subtotal*** | ***$112.10*** |
| *Consumables (6% of material)* | *$3.10* |
| *Project Management (5% of labor)* | *$5.61* |
| *Safety ($0.50 per labor hour)* | *$1.00* |
| *Equipment* | *$0.00* |
| *Subcontractors* | *$0.00* |
| ***Direct Costs Subtotals*** | *$9.71* |
| Total Costs Subtotal | $173.49 |
| Overhead and Profit (15%) | **$26.02** |
| **CHANGE ORDER TOTAL** | **$200** |

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 11/20/2018

Georgetown Annex C.O. # 19

**Submitted By:** Dale Butler, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Georgetown Annex Project, P325, Change Order # 19 from Chasco Constructors in the amount of $51,877.29 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 an additional data drop, revised card reader hardware, pressure relief valve at water main and lockers for Constable space.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

C.O. # 19

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Dale Butler | | Started On: 11/15/2018 09:35 AM |
| Final Approval Date: 11/15/2018 | | |

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:** 19
**Date:** 11/9/2018

**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 | <$32,885.96> |
| Owner's Contingency | $32,885.96 |
| Contractor's Contingency | <$18,991.33> |
| Contractor's Contingency | $18,991.33 |
| 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<br>CONTRACTOR<br>P.O. BOX 1057<br>ROUND ROCK, TX 78680 | OWNER |
|---|---|---|
| (Signature) | (Signature) | (Signature) |
| By Keith A. Hickman | By BILL BAMBRICK | By |
| Date 14 Nov. 2018 | Date 11-9-18 | Date |

Wilco Annex #15092 11/9/2018

Change order #19 Misc Subcontractor Change Orders

| item | subcontractor | description | | amount | owner contingency | contractor contingency |
|---|---|---|---|---|---|---|
| 01 | Black Box | Add one data drop at AG221 on Second Floor | | $ 117.34 | $ - | $ 117.34 |
| 02 | American Door | ASI 24 - Revise Hardware for Card Readers | | $ 6,250.00 | | $ 6,250.00 |
| 03 | Accent Plumbing | Add PRV at Riser Closet | | $ 4,089.00 | | $ 4,089.00 |
| 04 | Southwest Solution | Lockers | | $ 41,420.95 | $ 32,885.96 | $ 8,534.99 |
| | | | | $ - | $ - | |
| | | | | $ - | $ - | |
| | | | **subtotal** | **$ 51,877.29** | $ 32,885.96 | $ 18,991.33 |

BLACK BOX
NETWORK SERVICES
Formerly ACS Dataline

# Change Order

Change Order # 2 3

| | |
|---|---|
| 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 one data drop at AG221 on second floor

| MATERIAL DESCRIPTION: | | QTY | UNIT COST | SUB-TOTAL | TAX RATE | TOTAL COST |
|---|---|---|---|---|---|---|
| 4 pair Cat ^ Plenum Cable Blue 7131800 | | 100 | $0.24 | $24.20 | | $24.20 |
| Cat 6 RJ45 Insert Blue NK658MBUY | | 1 | $4.60 | $4.60 | | $4.60 |
| 2-port Flush Mount White faceplate NK2WHY | | 1 | $1.44 | $1.44 | | $1.44 |
| | | 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 |
| Misc | | 0 | $0.00 | $0.00 | | $0.00 |
| | | | | MATERIAL TOTAL | $30.24 | $30.24 |

| LABOR: | | HOURS | RATE | SUB-TOTAL | TAX RATE | TOTAL COST |
|---|---|---|---|---|---|---|
| LABOR: | | 1.5 | $58.00 | $87.00 | | $87.00 |
| | | 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 | $87.00 | $87.00 |

| | |
|---|---|
| CHANGE ORDER TOTAL | $117.24 |
| PREVIOUS CONTRACT AMOUNT | $141,708.16 |
| REVISED CONTRACT AMOUNT | $141,825.40 |

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 charges.

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) 837-0767

**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.

American Door

| | | | |
|---|---|---|---|
| CONTRACTOR: | CHASCO | DATE: | 11/7/2018 |
| ADDRESS: | | ADP JOB #: | 300757 |
| CITY, STATE,ZIP: | | JOB NAME: | WILCO |
| ATTN: | BILL BAMBRICK | REF #: | ASI 24 |
| FAX#: | | | |

**Project: 300757 - Williamson County Annex**
**Contemplated Change Order # 16**
**ASI 24 - Revise hdwe. for card readers**

| | | | | | |
|---|---|---|---|---|---|
| -1 | Single Door #P101 | CORRIDOR 104 to LOBBY P101 | | | 90 RH |
| 1 | Single Door #P101 | CORRIDOR 104 to LOBBY P101 | | | 90 RH |
| 1 | Hinges | 5BB1 4 1/2 x 4 1/2 TW8 | 652 | IV | |
| 1 | Electro-mech Lock | 9KW3-7DEU14D PATD CORMAX PATENTED KEYING RQE 83 | 626 | BE | |
| -1 | Single Door #P112 | PASSAGE 123 from CORRIDOR P112 | | | 90 LHR |
| 1 | Single Door #P112 | PASSAGE 123 from CORRIDOR P112 | | | 90 LHR |
| -1 | WD 3070 1 3/4 F PC 20 HPDL W60 WHI DPC LHR (CL-GEN; ED-VON; HN-IVE(3)) | | | | |
| 1 | WD 3070 1 3/4 F PC 20 HPDL W60 WHI DPC LHR (CL-GEN; ED-VON; HN-IVE(3); RW-BAR(3)) | | | | |
| 1 | Hinges | 5BB1HW 4 1/2 x 4 1/2 TW8 | 652 | IV | |
| 1 | Conversion Kit | 050672 | | VO | |
| 1 | RX Switch Kit | 050251 | | VO | |
| -1 | Single Door #P121 | PASSAGE 123 from CORRIDOR C135 | | | 90 RHR |
| 1 | Single Door #P121 | PASSAGE 123 from CORRIDOR C135 | | | 90 RHR |
| -1 | WD 3070 1 3/4 F PC 20 HPDL W60 WHI DPC RHR (CL-GEN; ED-VON; HN-IVE(3)) | | | | |
| 1 | WD 3070 1 3/4 F PC 20 HPDL W60 WHI DPC RHR (CL-GEN; ED-VON; HN-IVE(3); RW-BAR) | | | | |
| 1 | Hinges | 5BB1HW 4 1/2 x 4 1/2 TW8 | 652 | IV | |
| 1 | Conversion Kit | 050672 | | VO | |
| 1 | RX Switch Kit | 050251 | | VO | |

**Section Totals**

| | |
|---|---|
| 08 14 16 Flush Wood Doors | - |
| 08 71 00 Door Hardware | 2,890.97 |
| **Pre-Tax Total** | **2,890.97** |

| | | HM DOOR | HM FRAME | WD DOOR | HARDWARE | INSTALLATION |
|---|---|---|---|---|---|---|
| TOTAL COST | | | $0.00 | $0.00 | $2,890.97 | $2,500.00 |
| MARKUP | 15.00% | $0.00 | $0.00 | $0.00 | $433.65 | $375.00 |

| | | | | | |
|---|---|---|---|---|---|
| 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 | $50.00 | $0.00 |
| | $0.00 | $0.00 | $0.00 | $3,374.62 | $2,875.00 |

| | | |
|---|---|---|
| SUB TOTAL | | $6,249.62 |
| TAX | 0.00% | $0.00 |
| GRAND TOTAL | | $6,250 |

**Luis Hinojosa**

**Accepted by:** _____

**Date:** __/__/__

*ACCENT PLUMBING, INC.*
*21101 FM 685*
*PFLUGERVILLE, TEXAS 78660*
*(512) 251-2819 (512) 251-6416 FAX*

## COST TO ADD 3" PRV @ RISER CLOSET

**CHASCO CONSTRUCTORS**
**2801 E. OLD SETTLERS BLVD**
**ROUND ROCK TEXAS 78665**
**PHONE (512) 244-0600**
**FAX (512) 244-6085**

**DATE: 10/11/2018**
**PLAN: WILLIAMSON COUNTY ANNEX**
**LEGAL: GEORGETOWN, TEXAS**
**ADDRESS: 151 WILCO WAY**

**PRICE: $4,089.00**

**(FOUR THOUSAND EIGHTY NINE DOLLARS AND NO / 100THS)**

**TERMS: TO BE BILLED ACCORDING TO PERCENTAGE OF WORK COMPLETED BY 20TH OF MONTH – TO BE DUE ON 10TH OF FOLLOWING MONTH**

THIS IS THE COST TO ADD A 3" PRV IN RISER CLOSET. PRICE ABOVE INCLUDES PRV, PARTS AND LABOR.

**SUBMITTED BY** _____ **DATE** 10-11-18
Marvin Atwood

**ACCEPTED BY** _____ **DATE** _____

**BID IS GOOD FOR 30 DAYS ONLY**

TEXAS STATE BOARD OF PLUMBING EXAMINERS
P.O. BOX 4200
AUSTIN, TEXAS 78765-4200
(800) 845-6564 (512) 936-5200
GARY ATWOOD - 18682

**Southwest Solutions Group, Inc.**
2300 Greenhill Dr.
Bldg. H Suite 800
Round Rock, TX 78664
Phone: (800) 803-1083

www.southwestsolutions.com

SOUTHWESTSOLUTIONSGROUP
*business efficiency systems*

# Quote # 100444-D

Date: November 8, 2018
Project # 86770


Quote valid for 30 days.

Credit Card payments over $25,000 are subject to a 2.50% Convenience Fee

BILL TO:

Bill Bambrick
Chasco Constructors Ltd. LLP
2801 E Old Settlers Blvd
Round Rock, TX 78665

INSTALL TO:

Williamson County
151 Wilco Way
Georgetown, TX 78626

| SALESPERSON | QUOTE NAME | PAYMENT TERMS | LEAD TIME |
|---|---|---|---|
| Daryl Miller<br>Cell: (512) 969-7352<br>dmiller@southwestsolutions.com | WILCO Evidence Cabinets and Personal Lockers | Contract Progress Billing | 14 to 16 weeks (after receipt of order) |

## 86770-EL-1 Evidence Lockers

| LINE | DESCRIPTION | |
|---|---|---|
| 1 | Per Drawing: 86770-EL-1 | $11,124.67 |
| | 2 Evidence Lockers - Spacesaver Manufacturer | |

PassThru Evidence Lockers - Quantity (2) pass-thru evidence lockers, each 24" wide x 24" deep x 83" high. Locker meets CALEA certification. Includes trim on both sides. Includes 2 year warranty on labor, and 5 year on parts. Installation, freight, delivery and handling included in the investment.

Rough Cutout to be provided by general contractor. Drawing provided includes these dimensions.

| | |
|---|---|
| Subtotal: | $11,124.67 |
| Plus Applicable Sales Tax: | |
| **Total:** | **$11,124.67** |

**Option Accepted (initial here)**

_____

## 86770-LOCKER-1 (Imported 10/8/2018 3:21:38 PM)

| LINE | DESCRIPTION | |
|---|---|---|
| 2 | Per Drawing: 86770-LOCKER-1 | $30,296.28 |
| | LOCKER ROOM MEN AND WOMEN | |

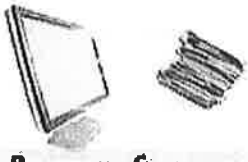
26 Rival Lockers - Spacesaver Manufacturer

Public Safety Gear Lockers - Quantity (26) Rival Lockers, (23) at 24" wide x 24" deep x 84" high and (3) at 24" wide x 24" deep x 84" high.

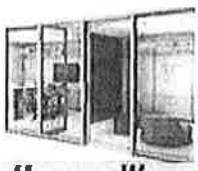
Each locker includes a sloped top, storage drawer, interior lock box, 1 adjustable shelf, and a garment hanger. Passive ventilation through louvers on the door and drawer. Welded 18-gauge cabinet construction, with reinforced corners for added rigidity. Lock included an integrated combination lock. Drawer locks integrally with combination lock. Continuous Steel 4"base included.

(2) ADA Locker Benches included, 20"deep


HIGH DENSITY STORAGE


DOCUMENT SCANNING


MODULAR CASEWORK


MOVABLE WALLS


AUTOMATED STORAGE

**Southwest Solutions Group, Inc.**
2300 Greenhill Dr.
Bldg. H Suite 800
Round Rock, TX 78664
Phone: (800) 803-1083

www.southwestsolutions.com

SOUTHWESTSOLUTIONSGROUP
*business efficiency systems*

**Quote # 100444-D**
Date: November 8, 2018
Project # 86770


Quote valid for 30 days.

Credit Card payments over $25,000 are subject to a 2.50% Convenience Fee

BILL TO:

Bill Bambrick
Chasco Constructors Ltd. LLP
2801 E Old Settlers Blvd
Round Rock, TX 78665

INSTALL TO:

Williamson County
151 Wilco Way
Georgetown, TX 78626

| SALESPERSON | QUOTE NAME | PAYMENT TERMS | LEAD TIME |
|---|---|---|---|
| Daryl Miller<br>Cell: (512) 969-7352<br>dmiller@southwestsolutions.com | WILCO Evidence Cabinets and Personal Lockers | Contract Progress Billing | 14 to 16 weeks (after receipt of order) |

86770 LOCKER 1 (Imported 10/8/2018 3:21:38 PM)

| LINE | DESCRIPTION |
|---|---|
| | Includes 5 year warranty on labor, and 5 year on parts. Structural components are warranted for 10yrs.<br>Finish: 13 Standard Colors<br><br>Installation, freight, delivery and handling included in the investment. |

| | |
|---|---|
| Subtotal: | $30,296.28 |
| Plus Applicable Sales Tax: | |
| **Total:** | **$30,296.28** |

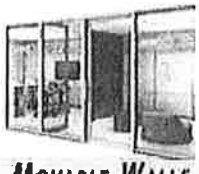
Financing and leasing options are available. Call for details.

Authorized Signature: Date: P.O. #:


HIGH DENSITY STORAGE


DOCUMENT SCANNING


MODULAR CASEWORK


MOVABLE WALLS


AUTOMATED STORAGE

# Williamson County Facilities - Allowance & Contingency Tracking Log

Change Orders To-Date: 19

| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| CO #13, CR #32 | 7/10/18 | 7/11/18 | Modify entry vesytibule | DESIGN WELDING | | CHASCO | | $2,160.00 | | | | | | | | | | | | | | | | | | | ($2,160.00) | | | | | $0.00 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| CO #13, CR #37 | 7/10/18 | 7/11/18 | Revise door #C106 | AMERICAN DOOR | | KAH | | $474.25 | | | | | | | | | | | | | | | | | | | ($474.25) | | | | | $0.00 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| 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 | $14,919,081.00 |
| CO #13, CR #45 | 7/10/18 | 7/11/18 | Install steel counter supports | CENTRAL TX DRYWALL | | CHASCO | | $901.64 | | | | | | | | | | | | | | | | | | | ($901.64) | | | | | $0.00 | $14,919,081.00 |
| 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 | | Luaders 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 |
| CO #19 | 11/9/18 | | Add one drop at AG221 on Second Floor | BLACKBOX | | WILCO | | $117.34 | | | | | | | | | | | | | | | | | | | ($117.34) | | | | | $0.00 | $14,919,081.00 |
| CO #19 | 11/9/18 | | ASI 24 - Revise Hardware for Readers | AMERICAN DOOR | | WILCO | | $6,250.00 | | | | | | | | | | | | | | | | | | | ($6,250.00) | | | | | $0.00 | $14,919,081.00 |
| CO #19 | 11/9/18 | | Add PRV at Riser Closet | ACCENT PLUMBING | | WILCO | | $4,089.00 | | | | | | | | | | | | | | | | | | | ($4,089.00) | | | | | $0.00 | $14,919,081.00 |
| CO #19 | 11/9/18 | | Lockers | SOUTHWEST SOLUTIONS | | WILCO | | $41,420.95 | | | | | | | | | | | | | | | | | $ (32,885.96) | | ($8,534.99) | | | | | $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** | **$ -** | **$ 226,152.99** | **$ 449,630.00** | **$ 423,921.35** | **$ 71,088.00** | **$14,919,081.00** | **$14,919,081.00** |

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 11/20/2018

Animal Shelter Remodel C.O. # 8

**Submitted By:** Dale Butler, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Regional Animal Shelter Expansion Project; Change Order # 8 in the amount of $26,885.00 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 to fund additional concrete, landscape and millwork scopes of work for functionality improvements in paved areas and work spaces, based on RFI's, ASI's and Owner meeting discussions.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

C.O. # 8

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Dale Butler | | Started On: 11/15/2018 09:38 AM |
| Final Approval Date: 11/15/2018 | | |

# AIA® Document G701™ – 2017

## Change Order

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

**CONTRACT INFORMATION:**
Contract For: General Construction

Date: 1/8/18

**CHANGE ORDER INFORMATION:**
Change Order Number: 008

Date: 11/6/18

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

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

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

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*
Change Order No. 8 includes the below listed Vaughn Change Proposals # 36, #40 and #42. For Vaughn Project No. 2491-01.
- CP No. 36 - Provide gravel around AHU pads behind H Building per RFI 76
- CP No. 40 - Provide Additional Exterior Wall Infill, Reduced Extent of Ceiling Demo,& Replace Corridor Work Area Millwork in Reference to ASI-008
- CP No. 42 - Provide Demolition of Sidewalk Behind H Building & Replace with New Curb & Gutter

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

The Contract Time will be increased by Five (5) days.
The new date of Substantial Completion will be 3/11/19

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

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

| | | |
|---|---|---|
| Jackson & Ryan Architects | J.T. Vaughn Construction, LLC | Williamson County, Texas |
| **ARCHITECT** *(Firm name)* | **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| Martha Seng | M. L | |
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| Martha Seng | Mike Simpson | Dale Butler |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| 11/12/18 | 11/6/18 | |
| **DATE** | **DATE** | **DATE** |

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**User Notes:**
(3B9ADA4B)

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

VAUGHN CONSTRUCTION

# Funds Tracking Log

| Change Proposal No. | Change Type & No. | Time Extension (Days) | | GMP Breakdown | | | | | GMP #2491.01 | Total Updated Contract Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Pending | Approved | Cost of Work | CM Contingency | Owner Contingency | General Conditions | Construction Phase Fee | | |
| N/A | GMP | - | - | $7,666,840 | $228,082 | $300,000 | $1,034,210 | $270,163 | $9,499,295 | $9,499,295 |
| 1 | OCO 1 | 0 | 0 | $10,878 | ($10,964) | $0 | $86 | $0 | $0 | $9,499,295 |
| 2 | OCO 1 | 0 | 0 | ($8,139) | $8,139 | $0 | $0 | $0 | $0 | $9,499,295 |
| 3 | OCO 1 | 0 | 0 | ($3,945) | $3,924 | $0 | $21 | $0 | $0 | $9,499,295 |
| 4 | OCO 1 | 0 | 0 | $412 | ($412) | $0 | $0 | $0 | $0 | $9,499,295 |
| 5 | OCO 1 | 0 | 0 | $11,089 | $0 | ($11,615) | $143 | $383 | $0 | $9,499,295 |
| **OCO 1 Totals** | | **0** | **0** | **$10,295** | **$687** | **($11,615)** | **$250** | **$383** | **$0** | **$9,499,295** |
| 6 | OCO 2 | 0 | 0 | $1,423 | $0 | ($1,491) | $18 | $50 | $0 | $9,499,295 |
| 7 | OCO 2 | 0 | 0 | $769 | $0 | ($806) | $10 | $27 | $0 | $9,499,295 |
| 8 | OCO 2 | 0 | 0 | $3,595 | ($3,640) | $0 | $45 | $0 | $0 | $9,499,295 |
| 9 | OCO 2 | 0 | 0 | $16,917 | ($17,128) | $0 | $211 | $0 | $0 | $9,499,295 |
| 10 | OCO 2 | 0 | 0 | ($9,016) | $9,016 | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 2 Totals** | | **0** | **0** | **$13,688** | **($11,752)** | **($2,297)** | **$284** | **$77** | **$0** | **$9,499,295** |
| 11 | OCO 3 | 0 | 0 | $5,028 | $0 | ($5,201) | $0 | $173 | $0 | $9,499,295 |
| 12 | OCO 3 | 0 | 0 | $15,199 | $0 | ($15,912) | $189 | $524 | $0 | $9,499,295 |
| 13 | OCO 3 | 0 | 0 | $825 | $0 | ($853) | $0 | $28 | $0 | $9,499,295 |
| 14 | OCO 3 | 0 | 0 | $726 | $0 | ($751) | $0 | $25 | $0 | $9,499,295 |
| 15 | OCO 3 | 0 | 0 | $1,278 | ($1,294) | $0 | $16 | $0 | $0 | $9,499,295 |
| 16 | OCO 3 | 0 | 0 | $5,085 | $0 | ($5,324) | $64 | $175 | $0 | $9,499,295 |
| 17 | OCO 3 | 0 | 0 | $4,752 | $0 | ($4,975) | $59 | $164 | $0 | $9,499,295 |
| **OCO 3 Totals** | | **0** | **0** | **$32,893** | **($1,294)** | **($33,016)** | **$328** | **$1,089** | **$0** | **$9,499,295** |
| 18 | OCO 4 | 0 | 0 | $225 | $0 | ($233) | $0 | $8 | $0 | $9,499,295 |
| 19 | OCO 4 | 0 | 0 | $1,037 | ($1,050) | $0 | $13 | $0 | $0 | $9,499,295 |
| 20 | OCO 4 | 0 | 0 | $9,202 | $0 | ($9,634) | $115 | $317 | $0 | $9,499,295 |
| 21 | OCO 4 | 0 | 0 | $90 | $0 | ($93) | $0 | $3 | $0 | $9,499,295 |
| **OCO 4 Totals** | | **0** | **0** | **$10,554** | **($1,050)** | **($9,960)** | **$128** | **$328** | **$0** | **$9,499,295** |
| 22 | OCO 5 | 0 | 0 | $5,251 | $0 | ($5,432) | $0 | $181 | $0 | $9,499,295 |
| 23 | OCO 5 | 0 | 0 | $7,574 | $0 | ($7,934) | $95 | $265 | $0 | $9,499,295 |
| 24 | OCO 5 | 0 | 0 | $1,778 | $0 | ($1,839) | $0 | $61 | $0 | $9,499,295 |
| 25 | OCO 5 | 0 | 0 | $2,525 | $0 | ($2,612) | $0 | $87 | $0 | $9,499,295 |
| 26 | OCO 5 | 0 | 0 | $5,392 | ($5,392) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 5 Totals** | | **0** | **0** | **$22,520** | **($5,392)** | **($17,817)** | **$95** | **$594** | **$0** | **$9,499,295** |
| 27 | OCO 6 | 0 | 0 | $5,371 | $0 | ($5,594) | $38 | $185 | $0 | $9,499,295 |
| 28 | OCO 6 | 0 | 0 | $605 | ($613) | $0 | $8 | $0 | $0 | $9,499,295 |
| 29 | OCO 6 | 0 | 0 | $3,651 | $0 | ($3,823) | $46 | $126 | $0 | $9,499,295 |
| 30 | OCO 6 | 0 | 0 | $8,173 | ($8,275) | $0 | $102 | $0 | $0 | $9,499,295 |
| 31 | OCO 6 | 0 | 0 | $2,824 | ($2,859) | $0 | $35 | $0 | $0 | $9,499,295 |
| **OCO 6 Totals** | | **0** | **0** | **$20,624** | **($11,747)** | **($9,417)** | **$229** | **$311** | **$0** | **$9,499,295** |
| 32 | OCO 7 | 0 | 0 | $2,970 | $0 | ($3,072) | $0 | $102 | $0 | $9,499,295 |
| 33 | OCO 7 | 0 | 0 | $165 | ($165) | $0 | $0 | $0 | $0 | $9,499,295 |
| 34 | OCO 7 | 0 | 0 | $4,027 | $0 | ($4,166) | $0 | $139 | $0 | $9,499,295 |
| 35 | OCO 7 | 0 | 0 | $6,565 | $0 | ($6,791) | $0 | $226 | $0 | $9,499,295 |
| 37 | OCO 7 | 0 | 0 | $1,465 | ($1,465) | $0 | $0 | $0 | $0 | $9,499,295 |
| 38 | OCO 7 | 0 | 0 | $3,263 | ($3,263) | $0 | $0 | $0 | $0 | $9,499,295 |
| 39 | OCO 7 | 0 | 0 | $2,140 | ($2,140) | $0 | $0 | $0 | $0 | $9,499,295 |
| 41 | OCO 7 | 0 | 0 | $5,965 | ($5,965) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 7 Totals** | | **0** | **0** | **$26,560** | **($12,998)** | **($14,029)** | **$0** | **$467** | **$0** | **$9,499,295** |
| 36 | OCO 8 | 0 | 0 | $3,718 | ($3,718) | $0 | $0 | $0 | $0 | $9,499,295 |
| 40 | OCO 8 | 5 | 0 | $17,336 | ($8,972) | ($8,725) | $70 | $291 | $0 | $9,499,295 |
| 42 | OCO 8 | 0 | 0 | $5,831 | ($5,831) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 8 Totals** | | **0** | **0** | **$26,885** | **($18,521)** | **($8,725)** | **$70** | **$291** | **$0** | **$9,499,295** |
| 43 | OCO 9 | 0 | 0 | $9,625 | ($9,625) | $0 | $0 | $0 | $0 | $9,499,295 |
| 44 | OCO 9 | 0 | 0 | $1,770 | ($1,770) | $0 | $0 | $0 | $0 | $9,499,295 |
| 45 | OCO 9 | 0 | 0 | $6,565 | ($6,565) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 9 Totals** | | **0** | **0** | **$17,960** | **($17,960)** | **$0** | **$0** | **$0** | **$0** | **$9,499,295** |
| 46 | OCO 10 | 0 | 0 | $1,897 | ($1,897) | $0 | $0 | $0 | $0 | $9,499,295 |
| 48 | OCO 10 | 0 | 0 | $8,580 | ($8,580) | $0 | $0 | $0 | $0 | $9,499,295 |
| 49 | OCO 10 | 0 | 0 | $2,826 | ($2,826) | $0 | $0 | $0 | $0 | $9,499,295 |
| 50 | OCO 10 | 0 | 0 | $2,076 | $0 | ($2,148) | $0 | $72 | $0 | $9,499,295 |
| **OCO 10 Totals** | | **0** | **0** | **$15,379** | **($13,303)** | **($2,148)** | **$0** | **$72** | **$0** | **$9,499,295** |
| 47 | | 0 | 0 | $0 | $0 | $0 | $0 | $0 | $0 | $9,499,295 |
| **Current Amounts** | | **5** | **0** | **$7,864,198** | **$134,752** | **$190,976** | **$1,035,594** | **$273,775** | **$9,499,295** | **$9,499,295** |

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

September 12, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0036

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide install gravel around AHU [ads behind H Building per RFI 76 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0036**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| install gravel around AHU [ads behind H Building | $0.00 | $0.00 | $3,718.00 | $3,718.00 |
| To Be Funded By CM Contingency | $0.00 | $(3,718.00) | $0.00 | $(3,718.00) |
| **Totals** | $0.00 | $(3,718.00) | $3,718.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 9/12/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for 10 Days**

# MALDONADO

NURSERY & LANDSCAPING, INC.

## ADDITIONAL WORK AUTHORIZATION

| | | | |
|---|---|---|---|
| **To:** | **Vaughn Construction** | **Fax/Email:** | |
| **From:** | **Justin Bishop** | **No. Of Pages:** | **1** |
| **Re:** | **Williamson County Animal Shelter** | **Proposal Request No.:** | **RFI 76** |
| **Job #:** | **585053** | **Maldonado AWA No.:** | **1** |
| **Date:** | **09/12/2018** | **cc:** | **Job File / Donna Kowalik** |

Maldonado Nursery & Landscape is pleased to provide a quote for the landscape / irrigation development services for the above referenced project.

The quote provided is based on the plans and specifications noted below, when no specification is provided Maldonado Nursery & Landscaping, will use those practices as commonly accepted by the TNLA (Texas Nursery & Landscape Association).

**Plans:** Site Visit

**Specifications:** Original contract requirements

**Scope**: Note as Follows: Labor, materials and equipment necessary to complete the follow items. Install approved gravel in the shaded area per RFI 76. Installation includes a depth of 4" with a weed barrier installed between subgrade and gravel. Includes subgrade preparation needed to receive gravel, all material excavated will be relocated onsite.

- **$3,718**

**Exclusions:** Tax, Cost of bond, Water Meter, Cost of Water for Establishment & Maintenance, sub grade preparation.

*Should you accept this work, note your authorization to proceed in the space provided below. Return a signed copy to Maldonado followed by a properly executed change order as per the terms and conditions of the original subcontract agreement referencing this project.

**Authorization to proceed:**_____ **Date:**_____

**Company:** _____ **PO# / CO#** _____

**Irrigator In Charge: Jerry Maldonado - License No. LI0003896 Expiration 04/30/2018**

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087 TCEQ's website is: www.tceq.state.tx.us.

# REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
18551 SE Inner Loop
Georgetown, TX
78626

T: (210) 328-0193

**RFI NO:** 76

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

**From:** Rodney Wilson

**Date:** 08/01/2018

**Required By:** 08/08/2018

**Owner:** Williamson County, Texas

**Job No :** 249101

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

**Re:** AHU's concrete for H building

**Spec. Section:**

**Drawing Number:** A.2-3.01

**Other Reference:**

**Question:**
For the H Building, large mechanical pads for the AHU's were placed on the plan west side. This has taken most of the area, leaving small mow stripes between the AHU's and the H building.

---

**Proposed Answer:**
Please advise if concrete should be placed at the highlighted areas on the attached. If so please provide details of the new concrete.

---

**Answer:**

Use additional, pervius DG gravel or crushed stone around the 'H' Building AHU pads, in lieu of concrete infill.

John Benham, AIA

Jackson & Ryan Architects 08/07/18

---

Very truly yours,

**VAUGHN CONSTRUCTION**

**Attachments:**

**CC:**

## MAIN BUILDING

| ROOM NAME | ROOM NO. | HOUSING QTY. |
|---|---|---|
| CAT ISO - URI | 109 | 14 CATS |
| CAT ISO - RINGWORM | 111 | 6 CATS |
| CAT ISO - RINGWORM | 112 | 6 CATS |
| CAT QUARANTINE | 116 | 6 CATS |
| MATERNITY CATS | 119 | 6 CATS |
| MATERNITY CATS | 121 | 33 CATS |
| STRAY CAT | 130 | 14 CATS |
| | | 85 CATS |

## KENNEL BUILDING

| ROOM NAME | ROOM NO. | HOUSING QTY. |
|---|---|---|
| STRAY DOGS | 200 | 11 DOGS |
| SMALL DOG | 201 | 6 SMALL DOGS |
| STRAY PUPPIES | 204 | 15 PUPPIES |
| STRAY DOGS | 206 | 11 DOGS |
| QUARANTINE DOGS | 208 | 14 DOGS |
| DOG ISO | 217 | 6 DOGS |
| | | 63 DOGS |

## NEW ADOPTIONS BUILDING

| ROOM NAME | ROOM NO. | HOUSING QTY. |
|---|---|---|
| PUPPIES / SMALL DOGS | 301 | 32 PUPPIES / SMALL DOGS |
| ADOPTION DOGS | 308 | 12 DOGS |
| ADOPTION DOGS | 314 | 12 DOGS |
| ADOPTION DOGS | 315 | 12 DOGS |
| ADOPTION DOGS | 321 | 12 DOGS |
| ADOPTION CATS | 405 | 42 CATS |
| COLONY | 406 | 5 CATS |
| ADOPTION CATS / KITTENS | 409 | 32 CATS / KITTENS |
| COLONY | 413 | 5 CATS / KITTENS |
| | | 80 DOGS AND 84 CATS TOTAL |

GRAND TOTAL:
143 DOGS AND 169 CATS

## FLOOR PLAN - GENERAL NOTES

A. REFER TO SPRAY ON R-19 INSULATION ON UNDER SIDES OF CONCRETE DECK AT CONDITIONED SPACES BELOW UNCONDITIONED SPACES U.O.N.

B. REFER TO SHEETS A.2-9.20 FOR FINISH SCHEDULES.

C. REFER TO SHEET A9.60 FOR TYPICAL FIRE RESISTANCE REQUIREMENTS.

D. DIMENSIONS ARE SHOWN TO FACE OF GYP. BOARD, U.O.N.

E. CLEAR DIMENSIONS IN RESTROOMS ARE TO FACE OF TILE WAINSCOT/TOILET PARTITION.

F. REFER TO SHEET A0.53, FOR RESTROOM FIXTURE MOUNTING HEIGHTS.

G. UNLESS NOTED OTHERWISE, THE SAME WALL TYPE NEXT TO A DOOR OR OPENING SHALL CONTINUE OVER THE DOOR OPENING.

H. SEE PLUMBING SHEETS FOR LOCATIONS OF FLOOR DRAINS.

J. FE - INDICATES FIRE EXTINGUISHER IN A SEMI-RECESSED CABINET

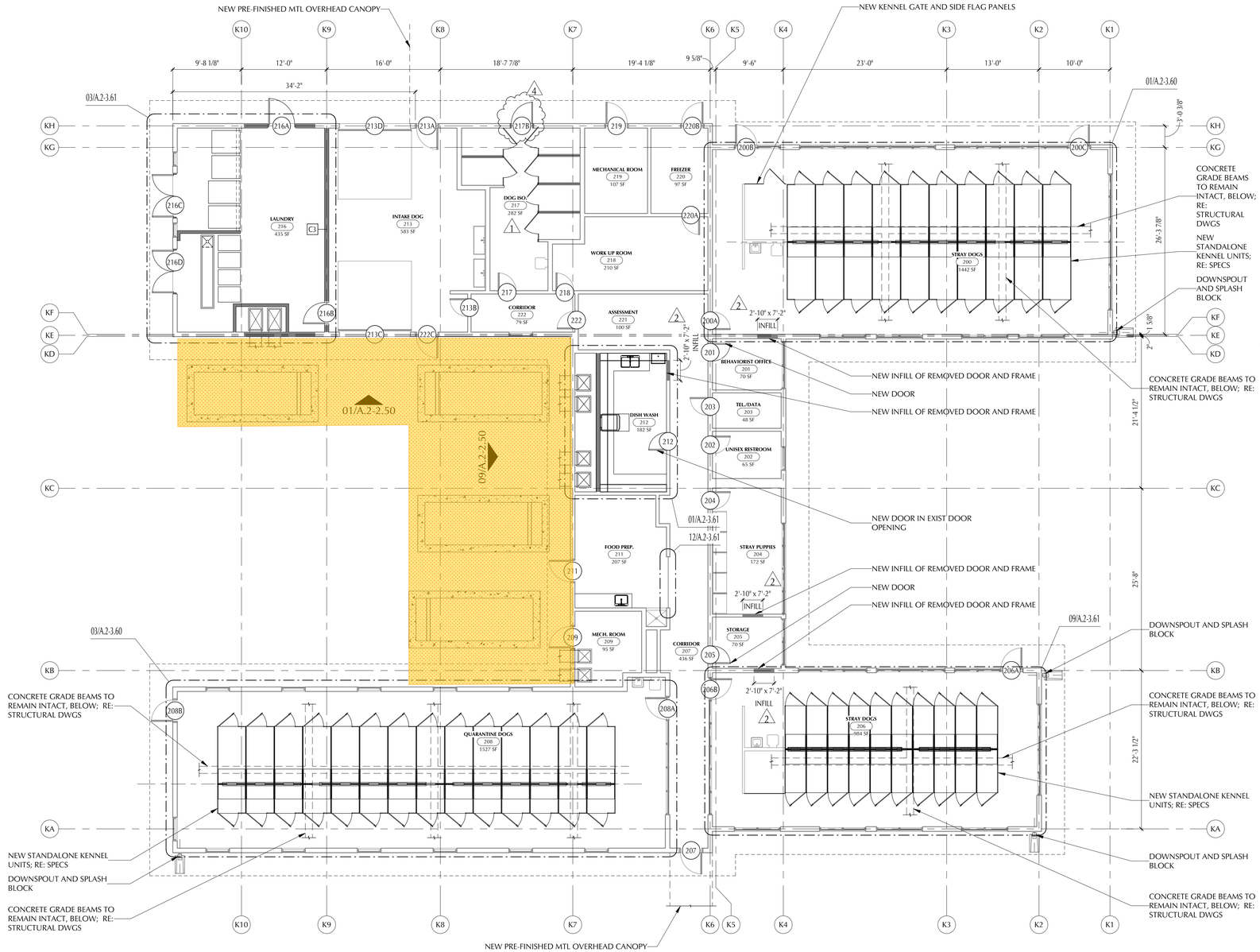
K. AED - INCIATES A SEMI-RECESSED AUTOMATED EXTERNAL DEFIBRILLATOR CABINET. (DEFIBRILLATOR EQUIPMENT PROVIDED BY OWNER.)

L. CJ - INDICATES THE LOCATION OF CONTROL JOINT IN INTERIOR GYP BOARD WALLS. REFER TO INTERIOR ELEVATIONS. IF ADDITIONAL CJ ARE REQUIRED PER SPECIFICATIONS, VERIFY LOCATIONS WITH ARCHITECT PRIOR TO CONSTRUCTION

M. REFER ALSO TO INTERIOR ELEVATIONS FOR MILLWORK AND STAINLESS STEEL COUNTERS AND SHELVES SCOPE; PROVIDE BLOCKING IN WALLS AS REQUIRED FOR THIS WORK.

N. REFER TO A.2-9.20 FOR DOOR TYPES AS DESIGNATED BY: 101

P. REFER TO A9.60 & A9.61 FOR TYPICAL PARTITION DETAILS AS DESIGNATED BY: C3-1.X




01 LEVEL 1
1/8" = 1'-0"

| Date Issued: | |
|---|---|
| 09/27/17 | ISSUE FOR PERMIT |
| 1 10/18/17 | ADDENDUM 01 |
| 2 11/07/17 | ADDENDUM 02 |
| 11/15/17 | FIRST RE-SUBMITTAL - PLAN REVIEW |
| 4 05/30/15 | ASI 005 |

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

# WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

1855 SE INNER LOOP
GEORGETOWN, TX 78626


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

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

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332


REGISTERED ARCHITECT MARTHA SENGE 8878 STATE OF TEXAS

**05/30/18**

Sheet Content:

KENNEL - FLOOR PLAN

SCALE: As indicated


Copyright 2016 JACKSON & RYAN, ARCHITECTS

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


# A.2-3.01

Plot Date: 09/27/17

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

October 08, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0040

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Additional Exterior Wall Infill, Reduced Extent of Ceiling Demo,& Replace Corridor Work Area Millwork in Reference to ASI-008 dated 8-31-18 for the above referenced project.

This proposal includes 5 weather days.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments: Form B, Subcontractor Pricing Back-up

CC: Tom Stanfield - Wilco

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0040**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| New Roll-up Door at the Sally Port on North side of H Building per ASI-008 | $0.00 | $0.00 | $4,325.00 | $4,325.00 |
| Additional 10'-8" X 7'-10" Infill at West Side of Existing Kennel (H Building) per ASI-008 | $0.00 | $0.00 | $3,089.00 | $3,089.00 |
| Modifications to Lighting from Original Lay-i Type to Surface Mount Type in Hard Lid Ceiling at Locations Specifed in ASI-008 | $0.00 | $0.00 | $2,505.00 | $2,505.00 |
| Modification to Ceiling in H Building Rooms 201-204 & 217 Including Additional Diffuser & Grilles due to Ceiling Modification per ASI-008 | $0.00 | $0.00 | $964.00 | $964.00 |
| Provide & Install (1) Additional 3'-4" x 4'-0" Window per ASI-008 | $0.00 | $0.00 | $1,020.00 | $1,020.00 |
| Modification to Ceiling in H Building Rooms 201-204 & 217 per ASI-008 | $0.00 | $0.00 | $1,835.00 | $1,835.00 |
| Replace Existing Stainless Steel Millwork at Work Area 221 & Food Prep Room 211 with New Stainless Steel Counters/Storage | $0.00 | $0.00 | $3,598.00 | $3,598.00 |
| Subcontractor Default Insurance | $0.00 | $70.00 | $0.00 | $70.00 |
| To Be Funded By CM Contingency | $0.00 | $(8,972.00) | $0.00 | $(8,972.00) |
| CM Fee | $0.00 | $291.00 | $0.00 | $291.00 |
| To Be Funded By Owners Contingency | $0.00 | $(8,725.00) | $0.00 | $(8,725.00) |

# FORM B

**PROJECT:** **Animal Shelter Expansion**

**CHANGE PROPOSAL NO:** **249101-0040**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| **Totals** | $0.00 | $(17,336.00) | $17,336.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 5 Days

**Submitted Date:** **10/15/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for 10 Days**

Cedar Park OVERHEAD DOORS

# Estimate

Estimate valid for 30 days

1408 N. Bell Blvd
Cedar Park, TX 78613

512-961-5691 Sales
512-335-7441 Office
512-219-1538 Fax

| Date | Estimate # |
|---|---|
| 8/23/2018 | ANIMALv2 |

| Bill To: | Ship To: |
|---|---|
| Vaughn Construction<br>6604 N Lamar Blvd<br>Austin, TX 78752-3502 | Vaughn Construction<br>6604 N Lamar Blvd<br>Austin, TX 78752-3502 |

| Customer Phone | Customer Fax | Customer E-mail | Rep |
|---|---|---|---|
| (512) 663-7461 | | | TODD |

| Description | Qty | Rate | Total |
|---|---|---|---|
| Mfg; Raynor<br>DOOR<br>ALUMAVIEW AV200<br>10-4 X 8-3 (SIZE INCLUDES LAP)<br>Operation: MOTOR<br>SECTIONS<br>Stiles: SINGLE ENDSTILES<br>Headerseal: EPDM RUBBER SEAL<br>Trussing Quantity: 1 Type: 20 GAUGE U-BAR<br>Trussing Finish: GALVANIZED<br>Section Color: CLEAR ANODIZED<br>Panel Color: CLEAR ANODIZED<br>WINDOWS/PANELS<br>3 PANEL(S) IN SECTION NUMBER 4 Panel(s): 123<br>3 WINDOW(S) IN SECTION NUMBER 3 Panel(s): 123<br>3 WINDOW(S) IN SECTION NUMBER 2 Panel(s): 123<br>3 PANEL(S) IN SECTION NUMBER 1 Panel(s): 123<br>Glass Type: 1/8 CLEAR TEMPERED SINGLE GLAZED<br>Window Section Type: ALUMINUM FULL VIEW CLEAR ANODIZED<br>Glass Qty: 6 Glass Size: 1/8" x 37- 3/8" x 20"<br>TRACK<br>Type: NORMAL HEADROOM 15" RADIUS<br>Size: 2" Finish: GALVANIZED<br>COUNTER-BALANCE<br>Spring: TORSION SYSTEM Shaft: 1" TUBE<br>-Cycle: Standard | 1 | 3,412.25 | 3,412.25T |

Estimate Accepted By:_____ Date:_____

By signing above I accept the terms and conditions of this estimate and authorize CPOD to begin the work described.

| | |
|---|---|
| **Subtotal** | |
| **Sales Tax (8.25%)** | |
| **Total** | |

Cedar Park OVERHEAD DOORS

# Estimate

Estimate valid for 30 days

1408 N. Bell Blvd
Cedar Park, TX 78613

512-961-5691 Sales
512-335-7441 Office
512-219-1538 Fax

| Date | Estimate # |
|---|---|
| 8/23/2018 | ANIMALv2 |

| Bill To: | Ship To: |
|---|---|
| Vaughn Construction<br>6604 N Lamar Blvd<br>Austin, TX 78752-3502 | Vaughn Construction<br>6604 N Lamar Blvd<br>Austin, TX 78752-3502 |

| Customer Phone | Customer Fax | Customer E-mail | Rep |
|---|---|---|---|
| (512) 663-7461 | | | TODD |

| Description | Qty | Rate | Total |
|---|---|---|---|
| -Size: .235-22- 1/2-BR&L<br>Note: Do not use this spring information for replacement; it is an estimated spring and may differ from the actual supplied spring.<br>HARDWARE/ACCS.<br>Rollers: NYLON<br>Mounting Hardware: ANGLE-TO-SHAFT FOR STEEL JAMBS<br>Locks: 1 INTERIOR SLIDE LOCK<br>Perimeter Seal: FLAP WITH RETAINER<br>1 Interior Lock<br>Angl Mnt Flr to Shft<br>Operator Mutt<br>Standard Panels<br>Light Ubar (20 Gauge) | | | |
| Removal & Install | 1 | 250.00 | 250.00T |
| Seal, Perimeter, Commercial - JAMB | 16.4 | 3.25 | 53.30T |
| Seal, Perimeter, Commercial - HEADER | 10.6 | 3.25 | 34.45T |
| LM 8360W-8I 3/4HP DC Motor Opener. Chain Drive Elite System. 8'IRAIL Solid Rail<Heavy Duty>. (1) Remote per Unit. MyQ Capable w/ Built-In Wireless Internet Gateway. Installed. | 1 | 525.00 | 525.00T |
| Punch Angle 14" Gauge | 2 | 20.00 | 40.00T |
| Fuel fee to cover fuel expenses and vehicle wear. | 1 | 10.00 | 10.00T |

Estimate Accepted By:_____ Date:_____

By signing above I accept the terms and conditions of this estimate and authorize CPOD to begin the work described.

Cedar Park Overhead Doors reserves the right to modify and/or withdraw this bid in part or in its entirety at any time. Cedar Park Overhead Doors is not responsible nor to be held financially liable, for errors or omissions in bid documents or addendums received from architect or general contractor. General Contractor acknowledges our exclusions and clarifications by acceptance of this proposal. This bid is valid for 30 days from date of document.

| | |
|---|---|
| **Subtotal** | $4,325.00 |
| **Sales Tax (8.25%)** | $356.81 |
| **Total** | $4,681.81 |

BRAZOSMASONRY

SINCE 1989

September 6, 2018

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

PROJECT: Williamson County Regional Animal Shelter
LOCATION: Georgetown TX

# CHANGE ORDER PROPOSAL

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

**DESCRIPTION OF CHANGE:**

This price is for RFI 88/ASI 008 adding a 10'8"x7'10" infill on the west of the exisiting kennel

Per: BMI Pricing Request:# 08

| ITEM | QUANTITY | UNIT OF MEASURE | U/P LABOR | **TOTAL LABOR** | U/P MAT | **TOTAL MAT** | **TOTAL** |
|---|---|---|---|---|---|---|---|
| Superintendent | 15 | HRS. | $ 34.00 | $510.00 | | | $510.00 |
| Masons | 9 | HRS. | $ 26.00 | $234.00 | | | $234.00 |
| Labor | 15 | HRS. | $ 16.00 | $240.00 | | | $240.00 |
| Operator | 4 | HRS. | $ 18.50 | $74.00 | | | $74.00 |
| 8x8x16 1 Face | 75 | ea. | | $0.00 | $ 4.74 | $355.50 | $355.50 |
| 8x8x16 1 Face 1 End | 15 | ea. | | $0.00 | $ 5.74 | $86.10 | $86.10 |
| 8x8x16 1 Face 1 Bottom Lintel | 8 | ea. | | $0.00 | $ 6.74 | $53.92 | $53.92 |
| Colored Mortar | 4 | ea. | $ - | $0.00 | $ 17.95 | $71.80 | $71.80 |
| Sand | 0.5 | tons | $ - | $0.00 | $ 32.00 | $16.00 | $16.00 |
| Grout (material and labor) | 1 | yds. | $ 85.00 | $85.00 | $ 85.00 | $85.00 | $170.00 |
| Joint reinforcement, anchors, access., misc. | 88 | sq. ft. | | | $ 0.95 | $83.60 | $83.60 |
| Wash-down | 88 | sq. ft. | $ 0.90 | $79.20 | $ 0.25 | $22.00 | $101.20 |
| Misc. Equipment, materials, access. | 16 | hrs. | | | $ 20.25 | $324.00 | $324.00 |
| Forklift | 4 | HRS. | | | $ 22.06 | $88.24 | $88.24 |
| SUB TOTAL | | | | $1,222.20 | | $1,186.16 | $2,408.36 |
| LABOR BURDEN @ | 36.00% | | | | | | $439.99 |
| MATERIAL TAX | 0.00% | | | | | | $0.00 |
| SUB TOTAL | | | | | | | $2,848.35 |
| OVERHEAD @ | 5.00% | | | | | | $120.42 |
| PROFIT @ | 5.00% | | | | | | $120.42 |
| **GRAND TOTAL** | | | | | **Add** | | $3,089.00 |

**Duration of Working Days ADDED to Contract Schedule:** 2.00

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

Sincerely,
Brazos Masonry, Inc.

Jerrad Bohannon

Jerrad Bohannon
Project Manager

# Harkins Company

## Mechanical Contractor

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

# Change Order Proposal - 05

September 6, 2018

Vaughn Construction
Attn: Thomas Morrill

Project: Wilco Animal Shelter

RE: RFI-87

Harkins Company submits this change order proposal in response to RFI-87. In keeping the hard lid ceilings, the originally planned diffusers/grilles must be changed also.

| | |
|---|---|
| Materials: | $385.00 |
| Shop Labor: | $427.00 |
| Shop Materials: | $ 64.00 |
| Subtotal: | $876.00 |
| OH&P (10%): | $ 87.60 |
| **TOTAL COST:** | **$963.60** |

# PRICE ONLY PROPOSAL

Date: 9-19-18

To: Jay McGilton
Vaughn Construction
C# 512.820.2308

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

Description of Work: PCO #12 (ASI #008)

Scope:

Provide labor and material for the following:
Change lighting from original lay-in type (LA & LB1) to surface mount type (LPEC SM 2x4 & LPEC SM 2x2) in hard lid ceiling in several rooms per ASI #008.

Cost: $2,505.00

Exclusions and Clarifications:

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

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

Sincerely,

Donny Hammers
Project Manager
PCO #12 - Rev #0

# CHANGE NOTICE

**Schmidt Electric**
9701 FM 1625
Austin, TX 78747

| | |
|---|---|
| **CCN #** | **12** |
| **Date:** | 9/19/2018 |
| **Project Name:** | WILCO RAS |
| **Project Number:** | WILCO RAS |
| **Page Number:** | 1 |

Client Address:

## Itemized Breakdown

| Description | Qty | Net Price U | Total Mat. |
|---|---|---|---|
| Light fixtures | 1 | 2,200.00 E | 2,200.00 |
| **Totals** | **1** | | **2,200.00** |

## Summary

| | | |
|---|---|---|
| General Materials | | 2,200.00 |
| **Total Material** | | **2,200.00** |
| PROJECT MANAGER | (1.00 Hrs @ $76.97) | 76.97 |
| **Subtotal** | | **2,276.97** |
| Overhead | (@ 10.000 %) | 227.70 |
| **Subtotal** | | **2,504.67** |
| Final Adjustment | | 0.33 |
| **Final Amount** | | **$2,505.00** |

## CLIENT ACCEPTANCE

**CCN #: 12**
**Final Amount:$2,505.00**
**Name:** _____
**Date:** _____
**Signature:** _____
**Change Order #:** _____

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

**ORIGINAL**

# Proposal



floyd's
GLASS COMPANY
A DIVISION OF FLOYDCO, INC.

**Complete Glass & Aluminum Fronts • Sales & Service**
1604 West Second Street, P.O. Box 803
TAYLOR, TEXAS 76574
**Taylor: (512) 352-7618 • Austin: (512) 365-2016 • FAX: (512) 352-9243**

| PROPOSAL SUBMITTED TO | | DATE |
|---|---|---|
| VAUGHN CONSTRUCTION | | 9/20/18 |
| STREET | JOB NAME | |
| 6604 N. LAMAR | WILLIAMSON COUNTY ANIMAL SHELTER | |
| CITY, STATE AND ZIP CODE | JOB LOCATION | |
| AUSTIN, TX. 78752 | GEORGETOWN, TX. | |

| ARCHITECT | DATE OF PLANS | | JOB PHONE |
|---|---|---|---|
| | | | |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: ASI 008

Add (1) Window 3'4 x 4'-0 for the sum of: $1,020.00
Includes (Glass, Frame and Installation)

We Exclude:
Protection and Final Cleaning of Installed Materials
Working After Regular Hours or Weekends

**Pricing is based on cash payment; customer is responsible for any additional costs if payment is made by credit card.**

**According to Floyd's Glass Company's understanding of the new Texas Energy Code, we believe and inform you that this specified glass system may not meet that code. Since the Texas Energy Code involves the entire building envelope Floyd's Glass Company cannot warrant that this glass meets that code.**

****SUBJECT TO A MUTUALLY AGREEABLE CONTRACT****

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

*** * * * * SEE ABOVE * * * * *** Dollars($_____).

Payment to be made as follows: **SEE ABOVE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized** Kevin Kiesling
**Signature** _____
**KEVIN KIESLING**

Notes: This proposal may be
Withdrawn by us if not accepted within **30** days.

## Acceptance of Proposal

- The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature** _____

**Signature** _____

Date of Acceptance _____

**_ACTION_** DECORATING, INC.

Commercial & Residential Painting

11002 Plains Trail
Austin, Texas 78758
512-491-8900

# REQUEST FOR PRICING

September 5, 2018

Vaughn Construction

Attn: Thomas Morrill

Re: Regional Animal Shelter - ASI # 08

## Request: Ceiling modifications Bldg. “H”

1) Patch and paint existing ceilings in 201-204 & 217

**Additional Cost: $ 1,835.00**

Should you have any questions or comments regarding this price please contact us. Thank you for using Action Decorating for this project.

Amy Kirkham

Amy Kirkham for Action Decorating, Inc.

Vaughn Construction

# Williamson County Regional Animal Shelter
## Form B

## Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name: 2491-02 Wilco Regional Animal Shelter  DATE 10/9/2018

Contractor Name: Vaughn Construction  Change No. 040

Description of Change: Provide and install stainless steel counters and shelves for the Kennel Building per ASI 008

| Means Code | Description | Quantity | Unit | Unit Cost | Labor | Material & Equipment | Subcontract |
|---|---|---|---|---|---|---|---|
| | New Stainless Steel Counters/Storage | 1.0 | LS | $ - | $ - | $ 2,686.00 | $ - |
| | Material (Faucets) | 2.0 | LS | $ - | $ - | $ 300.00 | $ - |
| | Material (Caulk/Anchors) | 1.0 | LS | $ - | $ - | $ 150.00 | $ - |
| | Installation (2 men, 3 hrs ea) | 6.0 | HR | $ 22.43 | $ 135 | $ - | $ - |
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| | | | | **SUBTOTAL** | $ 134.58 | $ 3,136.00 | $ - |
| | | | | **BOND** | | | $ - |

| **Work preformed by the Contractor's own employees** | | **SUBTOTAL** | $ 3,270.58 |
|---|---|---|---|
| Work up to $10,000.00, add… | 15.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 10.0% | | $ 327.06 |
| Work greater than $20,000.00, add… | 7.5% | | $ - |

| **Managing subcontracted work** | | **SUBTOTAL** | $ - |
|---|---|---|---|
| Work up to $10,000.00, add… | 10.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 7.5% | | $ - |
| Work greater than $20,000.00, add… | 5.0% | | $ - |

Sales Tax 8.25% $ -

**TOTAL FOR THIS CHANGE PROPOSAL $ 3,598**

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

September 27, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0042

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Demolition of Sidewalk Behind H Building & Replace with NewCurb & Gutter for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0042**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| demolition of sidewalk behind the H Building and replace with new curb and gutter | $0.00 | $0.00 | $5,831.00 | $5,831.00 |
| To be funded by CM Contingency | $0.00 | $(5,831.00) | $0.00 | $(5,831.00) |
| **Totals** | $0.00 | $(5,831.00) | $5,831.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 10/15/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for 10 Days**

CHASCO CONSTRUCTORS

**T & M CHANGE PROPOSAL**
WILCO ANIMAL SHELTER
Chasco Project No: 17207
9/4/2018
Revised 10-12-18

**Chasco Cost Code: 50-8200**
**Work Location: 1855 SE Inner Loop, Georgetown, TX 78626**

**Prepared by:** Bill Bambrick

**Description:** Demo. of sidewalk and replacement with new sidewalk and curb & gutter.

| | | | | | LABOR | | MATERIALS | | EQUIP/SUBCONTRACT | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | Cost code | DESCRIPTION | Qty | Unit | UNIT | TOTAL | UNIT | TOTAL | UNIT | TOTAL | TOTAL |
| 1 | | Project Manager | 1 | hr | 105.00 | $105 | 0.00 | $0 | 0.00 | $0 | $105 |
| 2 | | Admin Assistant | 1 | hr | 40.00 | $40 | 0.00 | $0 | 0.00 | $0 | $40 |
| 3 | | General Superintendent | 0 | hr | 95.00 | $0 | 0.00 | $0 | 0.00 | $0 | $0 |
| 4 | | Foreman | 24 | hr | 60.00 | $1,440 | 0.00 | $0 | 0.00 | $0 | $1,440 |
| 5 | | Equipment Operator | 8 | hr | 28.00 | $224 | 0.00 | $0 | 0.00 | $0 | $224 |
| 6 | | Journeyman | 64 | hr | 28.00 | $1,792 | 0.00 | $0 | 0.00 | $0 | $1,792 |
| 7 | | Mobilize Equipment/Material | 1 | ld | 0.00 | $0 | 0.00 | $0 | 500.00 | $500 | $500 |
| 8 | | 3/4 Ton Pickup | 3 | hr | 0.00 | $0 | 0.00 | $0 | 15.00 | $45 | $45 |
| 9 | | 1 Ton Truck | 8 | hr | 0.00 | $0 | 0.00 | $0 | 21.00 | $168 | $168 |
| 10 | | 20' Trailer | 8 | hr | 0.00 | $0 | 0.00 | $0 | 4.00 | $32 | $32 |
| 11 | | Skid Steer | 8 | hr | 0.00 | $0 | 0.00 | $0 | 40.00 | $320 | $320 |
| 12 | | Concrete | 4 | cy | 0.00 | $0 | 110.00 | $440 | 0.00 | $0 | $440 |
| 13 | | Drilling, Chipping & Cutting Equip. | 4 | hr | 0.00 | $0 | 0.00 | $0 | 25.00 | $100 | $100 |
| 14 | | Haul off spoils | 1 | ld | 0.00 | $0 | 0.00 | $0 | 95.00 | $95 | $95 |
| | | | | | | | | | | | |
| | | **SUBTOTALS** | | | | $3,601 | | $440 | | $1,260 | $5,301 |

Further description:

| | | |
|---|---|---|
| Overhead & Profit | 10.00% | $530 |
| **SUBTOTAL** | | $5,831 |
| Bond | 0.000% | $0 |
| **GRAND TOTAL** | | $5,831 |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 11/20/2018

Animal Shelter C.O. # 9

**Submitted By:** Dale Butler, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Regional Animal Shelter Expansion Project; Change Order # 9 in the amount of $17,960.00 to approve existing contract funding for miscellaneous subcontractor scopes of work that are necessary to complete the project based on the original design intent. This change order is being funded by the Construction Managers Contingency.

**Background**

Change Order to fund additional flashing, roofing and flooring scopes of work for items that needed additional work due to field conditions differing from the original design specifications. This work is based on RFI's, ASI's and Owner meeting discussions.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

C.O. # 9

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Dale Butler | | Started On: 11/15/2018 09:45 AM |
| Final Approval Date: 11/15/2018 | | |

# AIA® Document G701™ – 2017

## Change Order

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

**CONTRACT INFORMATION:**
Contract For: General Construction

Date: 1/8/18

**CHANGE ORDER INFORMATION:**
Change Order Number: 009

Date: 11/6/18

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

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

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

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*
Change Order No. 9 includes the below listed Vaughn Change Proposals #43-45. For Vaughn Project No. 2491-01.
- CP No. 43 - Patching existing penetrations at the Kennel Building Roof
- CP No. 44 - Epoxy Floor Demolition due to Existing Conditions Not Suitable for Adhering to New Epoxy Floor
- CP No. 45 - Provide Additional Window Flashing per Coordination Between Jackson & Ryan Architects & Vaughn Construction

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

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 3/11/19

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

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

| | | |
|---|---|---|
| Jackson & Ryan Architects | J.T. Vaughn Construction, LLC | Williamson County, Texas |
| **ARCHITECT** *(Firm name)* | **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| Martha Seng | M. L. | |
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| Martha Seng | Mike Simpson | Dale Butler |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| 11/12/18 | 11/6/18 | |
| **DATE** | **DATE** | **DATE** |

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**User Notes:** (3B9ADA47)

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

VAUGHN CONSTRUCTION

# Funds Tracking Log

| Change Proposal No. | Change Type & No. | Time Extension (Days) | | GMP Breakdown | | | | | GMP #2491.01 | Total Updated Contract Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Pending | Approved | Cost of Work | CM Contingency | Owner Contingency | General Conditions | Construction Phase Fee | | |
| N/A | GMP | - | - | $7,666,840 | $228,082 | $300,000 | $1,034,210 | $270,163 | $9,499,295 | $9,499,295 |
| 1 | OCO 1 | 0 | 0 | $10,878 | ($10,964) | $0 | $86 | $0 | $0 | $9,499,295 |
| 2 | OCO 1 | 0 | 0 | ($8,139) | $8,139 | $0 | $0 | $0 | $0 | $9,499,295 |
| 3 | OCO 1 | 0 | 0 | ($3,945) | $3,924 | $0 | $21 | $0 | $0 | $9,499,295 |
| 4 | OCO 1 | 0 | 0 | $412 | ($412) | $0 | $0 | $0 | $0 | $9,499,295 |
| 5 | OCO 1 | 0 | 0 | $11,089 | $0 | ($11,615) | $143 | $383 | $0 | $9,499,295 |
| **OCO 1 Totals** | | **0** | **0** | **$10,295** | **$687** | **($11,615)** | **$250** | **$383** | **$0** | **$9,499,295** |
| 6 | OCO 2 | 0 | 0 | $1,423 | $0 | ($1,491) | $18 | $50 | $0 | $9,499,295 |
| 7 | OCO 2 | 0 | 0 | $769 | $0 | ($806) | $10 | $27 | $0 | $9,499,295 |
| 8 | OCO 2 | 0 | 0 | $3,595 | ($3,640) | $0 | $45 | $0 | $0 | $9,499,295 |
| 9 | OCO 2 | 0 | 0 | $16,917 | ($17,128) | $0 | $211 | $0 | $0 | $9,499,295 |
| 10 | OCO 2 | 0 | 0 | ($9,016) | $9,016 | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 2 Totals** | | **0** | **0** | **$13,688** | **($11,752)** | **($2,297)** | **$284** | **$77** | **$0** | **$9,499,295** |
| 11 | OCO 3 | 0 | 0 | $5,028 | $0 | ($5,201) | $0 | $173 | $0 | $9,499,295 |
| 12 | OCO 3 | 0 | 0 | $15,199 | $0 | ($15,912) | $189 | $524 | $0 | $9,499,295 |
| 13 | OCO 3 | 0 | 0 | $825 | $0 | ($853) | $0 | $28 | $0 | $9,499,295 |
| 14 | OCO 3 | 0 | 0 | $726 | $0 | ($751) | $0 | $25 | $0 | $9,499,295 |
| 15 | OCO 3 | 0 | 0 | $1,278 | ($1,294) | $0 | $16 | $0 | $0 | $9,499,295 |
| 16 | OCO 3 | 0 | 0 | $5,085 | $0 | ($5,324) | $64 | $175 | $0 | $9,499,295 |
| 17 | OCO 3 | 0 | 0 | $4,752 | $0 | ($4,975) | $59 | $164 | $0 | $9,499,295 |
| **OCO 3 Totals** | | **0** | **0** | **$32,893** | **($1,294)** | **($33,016)** | **$328** | **$1,089** | **$0** | **$9,499,295** |
| 18 | OCO 4 | 0 | 0 | $225 | $0 | ($233) | $0 | $8 | $0 | $9,499,295 |
| 19 | OCO 4 | 0 | 0 | $1,037 | ($1,050) | $0 | $13 | $0 | $0 | $9,499,295 |
| 20 | OCO 4 | 0 | 0 | $9,202 | $0 | ($9,634) | $115 | $317 | $0 | $9,499,295 |
| 21 | OCO 4 | 0 | 0 | $90 | $0 | ($93) | $0 | $3 | $0 | $9,499,295 |
| **OCO 4 Totals** | | **0** | **0** | **$10,554** | **($1,050)** | **($9,960)** | **$128** | **$328** | **$0** | **$9,499,295** |
| 22 | OCO 5 | 0 | 0 | $5,251 | $0 | ($5,432) | $0 | $181 | $0 | $9,499,295 |
| 23 | OCO 5 | 0 | 0 | $7,574 | $0 | ($7,934) | $95 | $265 | $0 | $9,499,295 |
| 24 | OCO 5 | 0 | 0 | $1,778 | $0 | ($1,839) | $0 | $61 | $0 | $9,499,295 |
| 25 | OCO 5 | 0 | 0 | $2,525 | $0 | ($2,612) | $0 | $87 | $0 | $9,499,295 |
| 26 | OCO 5 | 0 | 0 | $5,392 | ($5,392) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 5 Totals** | | **0** | **0** | **$22,520** | **($5,392)** | **($17,817)** | **$95** | **$594** | **$0** | **$9,499,295** |
| 27 | OCO 6 | 0 | 0 | $5,371 | $0 | ($5,594) | $38 | $185 | $0 | $9,499,295 |
| 28 | OCO 6 | 0 | 0 | $605 | ($613) | $0 | $8 | $0 | $0 | $9,499,295 |
| 29 | OCO 6 | 0 | 0 | $3,651 | $0 | ($3,823) | $46 | $126 | $0 | $9,499,295 |
| 30 | OCO 6 | 0 | 0 | $8,173 | ($8,275) | $0 | $102 | $0 | $0 | $9,499,295 |
| 31 | OCO 6 | 0 | 0 | $2,824 | ($2,859) | $0 | $35 | $0 | $0 | $9,499,295 |
| **OCO 6 Totals** | | **0** | **0** | **$20,624** | **($11,747)** | **($9,417)** | **$229** | **$311** | **$0** | **$9,499,295** |
| 32 | OCO 7 | 0 | 0 | $2,970 | $0 | ($3,072) | $0 | $102 | $0 | $9,499,295 |
| 33 | OCO 7 | 0 | 0 | $165 | ($165) | $0 | $0 | $0 | $0 | $9,499,295 |
| 34 | OCO 7 | 0 | 0 | $4,027 | $0 | ($4,166) | $0 | $139 | $0 | $9,499,295 |
| 35 | OCO 7 | 0 | 0 | $6,565 | $0 | ($6,791) | $0 | $226 | $0 | $9,499,295 |
| 37 | OCO 7 | 0 | 0 | $1,465 | ($1,465) | $0 | $0 | $0 | $0 | $9,499,295 |
| 38 | OCO 7 | 0 | 0 | $3,263 | ($3,263) | $0 | $0 | $0 | $0 | $9,499,295 |
| 39 | OCO 7 | 0 | 0 | $2,140 | ($2,140) | $0 | $0 | $0 | $0 | $9,499,295 |
| 41 | OCO 7 | 0 | 0 | $5,965 | ($5,965) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 7 Totals** | | **0** | **0** | **$26,560** | **($12,998)** | **($14,029)** | **$0** | **$467** | **$0** | **$9,499,295** |
| 36 | OCO 8 | 0 | 0 | $3,718 | ($3,718) | $0 | $0 | $0 | $0 | $9,499,295 |
| 40 | OCO 8 | 5 | 0 | $17,336 | ($8,972) | ($8,725) | $70 | $291 | $0 | $9,499,295 |
| 42 | OCO 8 | 0 | 0 | $5,831 | ($5,831) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 8 Totals** | | **0** | **0** | **$26,885** | **($18,521)** | **($8,725)** | **$70** | **$291** | **$0** | **$9,499,295** |
| 43 | OCO 9 | 0 | 0 | $9,625 | ($9,625) | $0 | $0 | $0 | $0 | $9,499,295 |
| 44 | OCO 9 | 0 | 0 | $1,770 | ($1,770) | $0 | $0 | $0 | $0 | $9,499,295 |
| 45 | OCO 9 | 0 | 0 | $6,565 | ($6,565) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 9 Totals** | | **0** | **0** | **$17,960** | **($17,960)** | **$0** | **$0** | **$0** | **$0** | **$9,499,295** |
| 46 | OCO 10 | 0 | 0 | $1,897 | ($1,897) | $0 | $0 | $0 | $0 | $9,499,295 |
| 48 | OCO 10 | 0 | 0 | $8,580 | ($8,580) | $0 | $0 | $0 | $0 | $9,499,295 |
| 49 | OCO 10 | 0 | 0 | $2,826 | ($2,826) | $0 | $0 | $0 | $0 | $9,499,295 |
| 50 | OCO 10 | 0 | 0 | $2,076 | $0 | ($2,148) | $0 | $72 | $0 | $9,499,295 |
| **OCO 10 Totals** | | **0** | **0** | **$15,379** | **($13,303)** | **($2,148)** | **$0** | **$72** | **$0** | **$9,499,295** |
| 47 | | 0 | 0 | $0 | $0 | $0 | $0 | $0 | $0 | $9,499,295 |
| **Current Amounts** | | **5** | **0** | **$7,864,198** | **$134,752** | **$190,976** | **$1,035,594** | **$273,775** | **$9,499,295** | **$9,499,295** |

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

October 04, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0043

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide patching existing penetrations at the Kennel Building roof for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION



Thomas Morrill

Attachments:

CC:

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0043**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| patching existing penetrations at the Kenne Building roof | $0.00 | $0.00 | $9,625.00 | $9,625.00 |
| To be funded by CM Contingency | $0.00 | $(9,625.00) | $0.00 | $(9,625.00) |
| **Totals** | $0.00 | $(9,625.00) | $9,625.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 10/4/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for 10 Days**

TEXAS FIFTH WALL
ROOFING SYSTEMS

**Headquarters:** 3300 Duke Road, Austin, TX 78724 | PH: 512.926.3940 | FX: 512.926.7835
**San Antonio:** 6027 Randolph Blvd., San Antonio, TX 78233 | PH: 210-253-3066 | FX: 210.572.7316

October 3, 2018

VIA EMAIL

Vaughn Construction
Attn: Tom Morrill
6604 N. Lamar
Austin, Texas 78752
Office: 512-318-1332 Fax: N/A
Email: tmorrill@vaughnconstruction.com
Onsite contact Tom Morrill cell: 210-328-0193

**Re: DEMO Abandoned Roof Penetrations**
**Georgetown Animal Shelter**
**1855 SE Inner Loop Georgetown, Texas 78626**

## SCOPE OF WORK
## Standing Seam Metal Roof

**Provide labor and material to perform the following work.**

- At approximately 55 locations we will clean and prep the roof area and remove the existing roof flashing
- Over the opening we will install a piece of metal set in elastomeric coating mechanically attached
- Over the new metal patch we will install a coating of elastomeric coating

**PRICE: $9,625.00 *NO TAX INCLUDED***
**Please fax tax exempt/resale certificate form with acceptance, if applicable**

**Notes:**

1. Provide all necessary safety equipment and procedures in compliance with Texas Fifth Wall Safety Policy and OSHA regulations.
2. TFW Roofing 1-Year Workmanship Warranty.
3. Repairs to punctures due to construction traffic by other contractors will be billed extra.
4. Return trips for penetrations delayed by others will incure additional charge of $250.00 per day.
5. This proposal does not include any structural framing or supports.
6. This proposal does not include any painting.
7. This proposal does not include any mechanical, electrical, or plumbing (MEP).
8. This proposal does not include any lumber, plywood or carpentry.

9. This proposal is valid for thirty days.
10. As a TFW Roofing customer, subject to the terms of our general liability insurance policy, you and your organization are added as additional insured(s) by this written contract during the performance of Fifth Wall's operations as specified in the agreed scope of work.
11. Textura and other administrative service fees are excluded. Any required fees will be added to the contract amount by change order or contract adjustment.
12. This proposal constitutes a subcontract under a contract with Vaughn Construction and Georgetown Animal Shelter. Vaughn Construction is responsible for payment of amounts invoiced for services provided.

We appreciate the opportunity to submit this proposal. Please indicate your acceptance by signing and dating below. Work to be scheduled upon receipt of acceptance.

Sincerely

Accepted: _____

Randy Brown

Randy Brown
Service Sales Representative

Date: _____

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

October 10, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0044

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Epoxy Floor Demolition due to Existing Conditions Not Suitable for Adhering to New Epoxy Floor for the above referenced project.

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments: Form B, Subcontractor Pricing Back-up

CC: Tom Stanfield - Wilco

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0044**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Epoxy Floor Demolition | $0.00 | $0.00 | $1,770.00 | $1,770.00 |
| To Be Funded By CM Contingency | $0.00 | $0.00 | $(1,770.00) | $(1,770.00) |
| **Totals** | $0.00 | $0.00 | $0.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 10/10/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for Days**

# Williamson County Regional Animal Shelter
## Form B

## Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name: 2491-02 Wilco Regional Animal Shelter DATE 10/10/2018

Contractor Name: Vaughn Construction Change No.

Description of Change: Epoxy Floor Demolition due to Existing Conditions Not Suitable for Adhering to New Epoxy Floor

| Means Code | Description | Quantity | Unit | Unit Cost | Labor | Material & Equipment | Subcontract |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | **249101-0031 VAUGHN GENERAL WORKS** | | | | | | |
| | ***Epoxy Floor Demo*** | | | | | | |
| | Labor - General Laborers (Crew of 2) - Temp Measures + Equipment Setup/Maintenance + Cleaning / Temp Protection + Material Installation | 51.8 | HR | $ 22.43 | $ 1,161.00 | $ - | $ - |
| | Materials - Addl. Purchases for Misc. Materials, Clean Supplies, Temp. Protection Materials, Misc Equipment Maintenance | 1.0 | LS | $ 448.35 | $ - | $ 448.35 | $ - |
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| | | | | | | | |
| | | | | **SUBTOTAL** | $ 1,161.00 | $ 448.35 | $ - |
| | | | | **BOND** | | | $ - |

| **Work preformed by the Contractor's own employees** | | **SUBTOTAL** | $ 1,609.35 |
|---|---|---|---|
| Work up to $10,000.00, add… | 15.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 10.0% | | $ 160.94 |
| Work greater than $20,000.00, add… | 7.5% | | $ - |

| **Managing subcontracted work** | | **SUBTOTAL** | $ - |
|---|---|---|---|
| Work up to $10,000.00, add… | 10.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 7.5% | | $ - |
| Work greater than $20,000.00, add… | 5.0% | | $ - |

| | | |
|---|---|---|
| Sales Tax 8.25% | | $ - |
| **TOTAL FOR THIS CHANGE PROPOSAL** | **$** | **1,770** |

16713 Central Commerce Dr.
Round Rock, TX 78664

**Remit to:**
**6550 Bingle Rd.**
**Houston, TX 77092-1107**

**www.kriscon.com**

KRIS CON COMPANIES

***Rentals & Sales***

| | |
|---|---|
| INVOICE# | 50007 |
| Date | 08/01/18 |
| PO Number | 2491-01 JAY |
| Salesperson | MATT |
| Terms | 0% 0 NET 30 |
| Page | 1 of 1 18476 |

Make Checks payable to KRIS-CON RENTS

| Bill To: | Ship To: |
|---|---|
| VAUGHN CONSTRUCTION CO.<br>10355 WESTPARK DR<br>ATTN: ACCTS PAYABLE<br>HOUSTON, TX 77042 | VAUGHN CONSTRUCTION CO.<br>1855 SE INNER LOOP<br>GEORGETOWN , TX |

| Qty | Unit | Supplies, Access, Repairs | Taxable | Unit Price | Amount |
|---|---|---|---|---|---|
| 2 | EA | MILWAUKEE 6 IN CARBIDE SDS MAX FLOOR SCRAPER | Y | $199.96 | $399.92 |
| 2 | EA | 1924 24" FLOOR BRUSH W/M-60 HANDLE | Y | $21.30 | $42.60 |
| 1 | EA | BSH 60"X1-1/8" METAL THREAD HDLE | Y | $5.83 | $5.83 |
| | | Total Purchases | | | $448.35 |

KRIS-CON

Vaughn Construction
AUG 13 2018
Main Office Received

**1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS**
**Credit cards are accepted at time of purchase**
**Convenience Fee charged to pay on a Net 30 Account with a Credit Card**
**Please remit to: 6550 Bingle Rd., Houston, TX 77092**

| | |
|---|---|
| **Subtotal** | **$448.35** |
| **Fuel Surcharge** | **$.00** |
| **Freight** | **$.00** |
| **Sales Tax** | **$.00** |
| **Total Charges** | **$448.35** |

## Thank You for your Business

Houston 713-462-5470 Fax 713-462-6430 • Round Rock 512-252-7737 Fax 512-252-7757

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

October 10, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0045

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Provide Additional Window Flashing per Coordination Between Jackson & Ryan Architects & Vaughn Construction for the above referenced project.

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments: Form B, Subcontractor Pricing Back-up

CC: Tom Stanfield - Wilco

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0045**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Provide Additional Window Flashing per Coordination Between Jackson & Ryan Architects & Vaughn Construction | $0.00 | $0.00 | $6,565.00 | $6,565.00 |
| To Be Funded By CM Contingency | $0.00 | $(6,565.00) | $0.00 | $(6,565.00) |
| **Totals** | $0.00 | $(6,565.00) | $6,565.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 10/10/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for Days**

# Williamson County Regional Animal Shelter
## Form B

## Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name: 2491-02 Wilco Regional Animal Shelter DATE 10/10/2018

Contractor Name: Vaughn Construction Change No.

Description of Change: Provide Additional Window Flashing per Coordination Between Jackson & Ryan Architects & Vaughn Construction

| Means Code | Description | Quantity | Unit | Unit Cost | Labor | Material & Equipment | Subcontract |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | **249101-0031 VAUGHN GENERAL WORKS** | | | | | | |
| | ***Window Flashing*** | | | | | | |
| | Labor - General Laborers (Crew of 2) - Temp Measures + Equipment Setup/Maintenance + Cleaning / Temp Protection + Material Installation | 162.1 | HR | $ 22.43 | $ 3,636.00 | $ - | $ - |
| | Materials - Addl. Purchases for Misc. Materials, Clean Supplies, Temp. Protection Materials, Misc Equipment Maintenance | 1.0 | LS | $ 2,331.91 | $ - | $ 2,331.91 | $ - |
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| | | | | **SUBTOTAL** | $ 3,636.00 | $ 2,331.91 | $ - |
| | | | | **BOND** | | | $ - |

| | | | |
|---|---|---|---|
| **Work preformed by the Contractor's own employees** | | **SUBTOTAL** | $ 5,967.91 |
| Work up to $10,000.00, add… | 15.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 10.0% | | $ 596.79 |
| Work greater than $20,000.00, add… | 7.5% | | $ - |

| | | | |
|---|---|---|---|
| **Managing subcontracted work** | | **SUBTOTAL** | $ - |
| Work up to $10,000.00, add… | 10.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 7.5% | | $ - |
| Work greater than $20,000.00, add… | 5.0% | | $ - |
| | | Sales Tax 8.25% | $ - |
| | | **TOTAL FOR THIS CHANGE PROPOSAL** | **$ 6,565** |

16713 Central Commerce Dr.
Round Rock, TX 78664

**Remit to:**
**6550 Bingle Rd.**
**Houston, TX 77092-1107**

www.kriscon.com

KRIS CON COMPANIES

*Rentals & Sales*

| | |
|---|---|
| **INVOICE#** | **49463** |
| Date | 07/27/18 |
| PO Number | 2491-01 |
| Salesperson | JASON |
| Terms | 0% 0 NET 30 |
| Page | 1 of 1 18471 |

Make Checks payable to KRIS-CON RENTS

| Bill To: | Ship To: |
|---|---|
| VAUGHN CONSTRUCTION CO.<br>10355 WESTPARK DR<br>ATTN: ACCTS PAYABLE<br>HOUSTON, TX 77042 | VAUGHN CONSTRUCTION CO.<br>1855 SE INNER LOOP<br>GEORGETOWN , TX |

| Qty | Unit | Supplies, Access, Repairs | Taxable | Unit Price | Amount |
|---|---|---|---|---|---|
| 4 | PAIL | DCVS SUPER DIAMOND CLEAR VOX 5GAL PAIL | Y | $113.03 | $452.12 |
| 2 | EA | PRA PAINT PAN/ROLLER/ROLLER FRAME | Y | $4.68 | $9.36 |
| 3 | PK | RC938 2PK 9" ROLLER COVER SLEEVE | Y | $2.18 | $6.54 |
| 2 | EA | BSH 60"X1-1/8" METAL THREAD HDLE | Y | $5.83 | $11.66 |
| | | Total Purchases | | | $479.68 |

1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS
Credit cards are accepted at time of purchase
Convenience Fee charged to pay on a Net 30 Account with a Credit Card
Please remit to: 6550 Bingle Rd., Houston, TX 77092

| | |
|---|---|
| Subtotal | $479.68 |
| Fuel Surcharge | $.00 |
| Freight | $.00 |
| Sales Tax | $.00 |
| Total Charges | $479.68 |

Vaughn Construction

AUG 10 2018

Main Office Received

# Thank You for your Business

16713 Central Commerce Dr.
Round Rock, TX 78664

**Remit to:**
**6550 Bingle Rd.**
**Houston, TX 77092-1107**

www.kriscon.com

KRIS CON COMPANIES

**Rentals & Sales**

| | |
|---|---|
| INVOICE# | 50049 |
| Date | 08/06/18 ✓ |
| PO Number | 2491-01 JAY ✓ |
| Salesperson | MATT |
| Terms | 0% 0 NET 30 |
| Page | 1 of 1 18481 |

Make Checks payable to KRIS-CON RENTS

| Bill To: | Ship To: |
|---|---|
| VAUGHN CONSTRUCTION CO.<br>10355 WESTPARK DR<br>ATTN: ACCTS PAYABLE J<br>HOUSTON, TX 77042 | VAUGHN CONSTRUCTION CO.<br>1855 SE INNER LOOP<br>GEORGETOWN , TX |

| Qty | Unit | Supplies, Access, Repairs | Taxable | Unit Price | Amount |
|---|---|---|---|---|---|
| 12 | EA | RWG11XL RWG11XL KNIT DIP GLOVES - X LARGE } T | Y | $4.25 | $51.00 |
| 12 | EA | RWG11L RWG11L LARGE KNIT DIP GLOVES | Y | $4.25 | $51.00 |
| 16 | RL | BBT 3" X 180' BUILDER BOARD TAPE (16-CS) | Y | $9.95 | $159.20 |
| 35 | SH | MAS18 4'X8'X1/8" MASONITE TEMPERED-S1S | Y | $8.99 | $314.65 |
| 70 | EA | 1/2 X 5-1/2 WEDGE ANCHOR | Y | $1.38 | $96.60 |
| 35 | EA | 2X4X16FT TREATED #2 | Y | $12.67 | $443.45 |
| | | Total Purchases | | | $1,115.90 |

Vaughn Construction
AUG 13 2018
Main Office Received

KRIS-CON

**1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS**
**Credit cards are accepted at time of purchase**
**Convenience Fee charged to pay on a Net 30 Account with a Credit Card**
**Please remit to: 6550 Bingle Rd., Houston, TX 77092**

| | |
|---|---|
| Subtotal | $1,115.90 |
| Fuel Surcharge | $.00 |
| Freight | $.00 |
| Sales Tax | $.00 |
| Total Charges | $1,115.90 |

## Thank You for your Business

16713 Central Commerce Dr.
Round Rock, TX 78664

**Remit to:**
**6550 Bingle Rd.**
**Houston, TX 77092-1107**

www.kriscon.com

KRIS CON COMPANIES

***Rentals & Sales***

| | |
|---|---|
| INVOICE# | 50136 |
| Date | 08/13/18 |
| PO Number | 2491-01 JAY |
| Salesperson | MATT |
| Terms | 0% 0 NET 30 |
| Page | 1 of 1 18488 |

Make Checks payable to KRIS-CON RENTS

| Bill To: | Ship To: |
|---|---|
| VAUGHN CONSTRUCTION CO.<br>10355 WESTPARK DR<br>ATTN: ACCTS PAYABLE<br>HOUSTON, TX 77042 | VAUGHN CONSTRUCTION CO.<br>1855 SE INNER LOOP<br>GEORGETOWN , TX |

| Qty | Unit | Supplies, Access, Repairs | Taxable | Unit Price | Amount |
|---|---|---|---|---|---|
| 5 | EA | 2X6-16FT #2 YP TREATED | Y | $23.25 | $116.25 |
| 15 | EA | 2X4-16FT #2 YP TREATED | Y | $15.39 | $230.85 |
| 1 | C | TC144H 1/4 X 4 HEX TAPCON SCREWS | Y | $25.17 | $25.17 |
| 1 | C | TC14314H 1/4 X 3-1/4 HEX TAPCON SCREWS | Y | $21.77 | $21.77 |
| | | Total Purchases | | | $394.04 |

KRIS-CON

Vaughn Construction

AUG 3 1 2018

Main Office Received

**1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS**
**Credit cards are accepted at time of purchase**
**Convenience Fee charged to pay on a Net 30 Account with a Credit Card**
**Please remit to: 6550 Bingle Rd., Houston, TX 77092**

| | |
|---|---|
| Subtotal | $394.04 |
| Fuel Surcharge | $.00 |
| Freight | $.00 |
| Sales Tax | $.00 |
| Total Charges | $394.04 |

# Thank You for your Business

16713 Central Commerce Dr.
Round Rock, TX 78664

**Remit to:**
**6550 Bingle Rd.**
**Houston, TX 77092-1107**

www.kriscon.com

KRIS CON COMPANIES

*Rentals & Sales*

| | |
|---|---|
| INVOICE# | 50450 |
| Date | 09/25/18 |
| PO Number | 2491-01 JAY |
| Salesperson | MATT |
| Terms | 0% 0 NET 30 |
| Page | 1 of 1 18531 |

Make Checks payable to KRIS-CON RENTS

| Bill To: | Ship To: |
|---|---|
| VAUGHN CONSTRUCTION CO.<br>10355 WESTPARK DR<br>ATTN: ACCTS PAYABLE<br>HOUSTON, TX 77042 | VAUGHN CONSTRUCTION CO.<br>1855 SE INNER LOOP<br>GEORGETOWN , TX |

| Qty | Unit | Supplies, Access, Repairs | Taxable | Unit Price | Amount |
|---|---|---|---|---|---|
| 24 | EA | BLTA 2090 2"X60YDS BLUE PAINTER TAPE 3M | Y | $9.95 | $238.80 |
| 1 | CS | W2432X W2432X 12-16GAL TRASH LINERS 500/CS | Y | $54.68 | $54.68 |

Vaughn Construction
OCT 0 3
Main Office Received

Total Purchases $293.48

1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS
Credit cards are accepted at time of purchase
Convenience Fee charged to pay on a Net 30 Account with a Credit Card
Please remit to: 6550 Bingle Rd., Houston, TX 77092

| | |
|---|---|
| Subtotal | $293.48 |
| Fuel Surcharge | $.00 |
| Freight | $.00 |
| Sales Tax | $.00 |
| Total Charges | $293.48 |

# Thank You for your Business

Houston 713-462-5470 Fax 713-462-6430 • Round Rock 512-252-7737 Fax 512-252-7757

Rec'd Via AP E-mail 08/01/18

McCoy Corporation
P.O. Box 1362
San Marcos, Texas 78667

# INVOICE-CHARGE

| DATE | INVOICE # |
|---|---|
| 07/30/2018 | 5570349 |

**ACCOUNT #**
0900-98000740-001

**STORE ADDRESS**
MCCOY'S-GEORGETOWN-#55
100 LEANDER RD
GEORGETOWN, TX 78626

512-863-0865

**SOLD TO:**

J T VAUGHN CONSTRUCTION COMPANY INC
10355 WESTPARK DR.
HOUSTON, TX 77042

**SHIP TO:**

| TERMS | PURCHASE ORDER # | ORDER BY | SALES PERSON | ENTERED BY |
|---|---|---|---|---|
| NET 10TH PROX | 2491-01 | THOMASRIVERA*LUPE AGUILAR | JEREMY G | LUIS C |

| ITEM NUMBER | DESCRIPTION | QUANTITY | PRICE/UNITS | AMOUNT |
|---|---|---|---|---|
| 010715 | 2X4-8' #1 TREATED PINE | 4/EA | 4.355/EA | 17.42 |
| 28620587 | 1/4X3-1/4" TAPPER SCR HWH 100 | 1/CTN | 36.280/CTN | 36.28 |

Resale Certificate DD on File

NT

| NON-TAXABLE | TAXABLE | TAX % | TAX | TOTAL |
|---|---|---|---|---|
| 0.00 | 53.70 | 8.25% | 4.43 | 58.13 |

Rec'd Via AP E-mail 08/20/18

# INVOICE-CHARGE

| DATE | INVOICE # |
|---|---|
| 08/15/2018 | 5571459 |

**ACCOUNT #**

0900-98000740-001

**STORE ADDRESS**

MCCOY'S-GEORGETOWN-#55
100 LEANDER RD
GEORGETOWN, TX 78626

512-863-0865

McCoy Corporation
P.O. Box 1362
San Marcos, Texas 78667

**SOLD TO:**

J T VAUGHN CONSTRUCTION COMPANY INC
10355 WESTPARK DR.
HOUSTON, TX 77042

**SHIP TO:**

2491-01

| TERMS | PURCHASE ORDER # | ORDER BY | SALES PERSON | ENTERED BY |
|---|---|---|---|---|
| NET 10TH PROX | 2491-01 | STUART | JEREMY G | LARRY G |

| ITEM NUMBER | DESCRIPTION | QUANTITY | PRICE/UNITS | AMOUNT |
|---|---|---|---|---|
| 28620587 | 1/4X3-1/4" TAPPER SCR HWH 100 | 1/CTN | 36.280/CTN | 36.28 |
| ~~28330020~~ | ~~2-1/2" SAFETY HASP DULL BRASS~~ | ~~1/EA~~ | ~~3.375/EA~~ | ~~3.38~~ |
| ~~28330020~~ | ~~2-1/2" SAFETY HASP DULL BRASS~~ | ~~1/EA~~ | ~~3.375/EA~~ | ~~3.38~~ |
| ~~28211128~~ | ~~1-1/4" PADLOCK RESET COMBO BRS~~ | ~~1/EA~~ | ~~7.417/EA~~ | ~~7.42~~ |
| ~~28211128~~ | ~~1-1/4" PADLOCK RESET COMBO BRS~~ | ~~1/EA~~ | ~~7.417/EA~~ | ~~7.42~~ |

| NON-TAXABLE | TAXABLE | TAX % | TAX | TOTAL |
|---|---|---|---|---|
| 0.00 | 57.88 | 8.25% | 4.78 | 62.66 |

Rec'd Via AP E-mail 08/27/18

# INVOICE-CHARGE

| DATE | INVOICE # |
|---|---|
| 08/23/2018 | 5572103 |

**ACCOUNT #**

0900-98000740-001

**STORE ADDRESS**

MCCOY'S-GEORGETOWN-#55
100 LEANDER RD
GEORGETOWN, TX 78626

512-863-0865

McCoy Corporation
P.O. Box 1362
San Marcos, Texas 78667

**SOLD TO:**

J T VAUGHN CONSTRUCTION COMPANY INC
10355 WESTPARK DR.
HOUSTON, TX 77042

**SHIP TO:**

| TERMS | PURCHASE ORDER # | ORDER BY | SALES PERSON | ENTERED BY |
|---|---|---|---|---|
| NET 10TH PROX | 2491 | STUART BAKER | JEREMY G | NINA E |

| ITEM NUMBER | DESCRIPTION | QUANTITY | PRICE/UNITS | AMOUNT |
|---|---|---|---|---|
| 12031272 | 1/2X4-1/4" WEDGE-ALL WA50414 | 6/EA | 2.252/EA | 13.51 |

Resale Certificate on File

NT

| NON-TAXABLE | TAXABLE | TAX % | TAX | TOTAL |
|---|---|---|---|---|
| 0.00 | 13.51 | 8.25% | 1.11 | 14.62 |

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 11/20/2018

Animal Shelter C.O. # 10

**Submitted By:** Dale Butler, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Regional Animal Shelter Expansion Project; Change Order # 10 in the amount of $15,379.00 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 to fund additional flooring, drainage and demo scopes of work for functionality improvements in drainage and overhead door openings and for flooring improvements in existing areas based on RFI's, ASI's and Owner meeting discussions.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

C.O. # 10

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Dale Butler | | Started On: 11/15/2018 10:01 AM |
| Final Approval Date: 11/15/2018 | | |

# AIA® Document G701™ – 2017

## Change Order

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

**CONTRACT INFORMATION:**
Contract For: General Construction
Date: 1/8/18

**CHANGE ORDER INFORMATION:**
Change Order Number: 010
Date: 11/6/18

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

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

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

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*
Change Order No. 10 includes the below listed Vaughn Change Proposals #46 & 48-50. For Vaughn Project No. 2491-01.
- CP No. 46 - Demolition of Existing Ceramic Tile in H Building Corridor for New Epoxy Floor
- CP No. 48 - Provide Epoxy Flooring in the H Building Hallway
- CP No. 49 - Provide Demo of Garage Doors and CMU Openings
- CP No. 50 - Provide and Install Bridge Drain and Balcony Drain Re-Route Per ASI 006

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

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 3/11/19

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

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

| | | |
|---|---|---|
| Jackson & Ryan Architects | J.T. Vaughn Construction, LLC | Williamson County, Texas |
| **ARCHITECT** *(Firm name)* | **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| Martha Seng | M | |
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| Martha Seng | Mike Simpson | Dale Butler |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| 11/12/18 | 11/6/18 | |
| **DATE** | **DATE** | **DATE** |

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**User Notes:**
(3B9ADA49)

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

VAUGHN CONSTRUCTION

# Funds Tracking Log

| Change Proposal No. | Change Type & No. | Time Extension (Days) | | GMP Breakdown | | | | | GMP #2491.01 | Total Updated Contract Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Pending | Approved | Cost of Work | CM Contingency | Owner Contingency | General Conditions | Construction Phase Fee | | |
| N/A | GMP | - | - | $7,666,840 | $228,082 | $300,000 | $1,034,210 | $270,163 | $9,499,295 | $9,499,295 |
| 1 | OCO 1 | 0 | 0 | $10,878 | ($10,964) | $0 | $86 | $0 | $0 | $9,499,295 |
| 2 | OCO 1 | 0 | 0 | ($8,139) | $8,139 | $0 | $0 | $0 | $0 | $9,499,295 |
| 3 | OCO 1 | 0 | 0 | ($3,945) | $3,924 | $0 | $21 | $0 | $0 | $9,499,295 |
| 4 | OCO 1 | 0 | 0 | $412 | ($412) | $0 | $0 | $0 | $0 | $9,499,295 |
| 5 | OCO 1 | 0 | 0 | $11,089 | $0 | ($11,615) | $143 | $383 | $0 | $9,499,295 |
| **OCO 1 Totals** | | **0** | **0** | **$10,295** | **$687** | **($11,615)** | **$250** | **$383** | **$0** | **$9,499,295** |
| 6 | OCO 2 | 0 | 0 | $1,423 | $0 | ($1,491) | $18 | $50 | $0 | $9,499,295 |
| 7 | OCO 2 | 0 | 0 | $769 | $0 | ($806) | $10 | $27 | $0 | $9,499,295 |
| 8 | OCO 2 | 0 | 0 | $3,595 | ($3,640) | $0 | $45 | $0 | $0 | $9,499,295 |
| 9 | OCO 2 | 0 | 0 | $16,917 | ($17,128) | $0 | $211 | $0 | $0 | $9,499,295 |
| 10 | OCO 2 | 0 | 0 | ($9,016) | $9,016 | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 2 Totals** | | **0** | **0** | **$13,688** | **($11,752)** | **($2,297)** | **$284** | **$77** | **$0** | **$9,499,295** |
| 11 | OCO 3 | 0 | 0 | $5,028 | $0 | ($5,201) | $0 | $173 | $0 | $9,499,295 |
| 12 | OCO 3 | 0 | 0 | $15,199 | $0 | ($15,912) | $189 | $524 | $0 | $9,499,295 |
| 13 | OCO 3 | 0 | 0 | $825 | $0 | ($853) | $0 | $28 | $0 | $9,499,295 |
| 14 | OCO 3 | 0 | 0 | $726 | $0 | ($751) | $0 | $25 | $0 | $9,499,295 |
| 15 | OCO 3 | 0 | 0 | $1,278 | ($1,294) | $0 | $16 | $0 | $0 | $9,499,295 |
| 16 | OCO 3 | 0 | 0 | $5,085 | $0 | ($5,324) | $64 | $175 | $0 | $9,499,295 |
| 17 | OCO 3 | 0 | 0 | $4,752 | $0 | ($4,975) | $59 | $164 | $0 | $9,499,295 |
| **OCO 3 Totals** | | **0** | **0** | **$32,893** | **($1,294)** | **($33,016)** | **$328** | **$1,089** | **$0** | **$9,499,295** |
| 18 | OCO 4 | 0 | 0 | $225 | $0 | ($233) | $0 | $8 | $0 | $9,499,295 |
| 19 | OCO 4 | 0 | 0 | $1,037 | ($1,050) | $0 | $13 | $0 | $0 | $9,499,295 |
| 20 | OCO 4 | 0 | 0 | $9,202 | $0 | ($9,634) | $115 | $317 | $0 | $9,499,295 |
| 21 | OCO 4 | 0 | 0 | $90 | $0 | ($93) | $0 | $3 | $0 | $9,499,295 |
| **OCO 4 Totals** | | **0** | **0** | **$10,554** | **($1,050)** | **($9,960)** | **$128** | **$328** | **$0** | **$9,499,295** |
| 22 | OCO 5 | 0 | 0 | $5,251 | $0 | ($5,432) | $0 | $181 | $0 | $9,499,295 |
| 23 | OCO 5 | 0 | 0 | $7,574 | $0 | ($7,934) | $95 | $265 | $0 | $9,499,295 |
| 24 | OCO 5 | 0 | 0 | $1,778 | $0 | ($1,839) | $0 | $61 | $0 | $9,499,295 |
| 25 | OCO 5 | 0 | 0 | $2,525 | $0 | ($2,612) | $0 | $87 | $0 | $9,499,295 |
| 26 | OCO 5 | 0 | 0 | $5,392 | ($5,392) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 5 Totals** | | **0** | **0** | **$22,520** | **($5,392)** | **($17,817)** | **$95** | **$594** | **$0** | **$9,499,295** |
| 27 | OCO 6 | 0 | 0 | $5,371 | $0 | ($5,594) | $38 | $185 | $0 | $9,499,295 |
| 28 | OCO 6 | 0 | 0 | $605 | ($613) | $0 | $8 | $0 | $0 | $9,499,295 |
| 29 | OCO 6 | 0 | 0 | $3,651 | $0 | ($3,823) | $46 | $126 | $0 | $9,499,295 |
| 30 | OCO 6 | 0 | 0 | $8,173 | ($8,275) | $0 | $102 | $0 | $0 | $9,499,295 |
| 31 | OCO 6 | 0 | 0 | $2,824 | ($2,859) | $0 | $35 | $0 | $0 | $9,499,295 |
| **OCO 6 Totals** | | **0** | **0** | **$20,624** | **($11,747)** | **($9,417)** | **$229** | **$311** | **$0** | **$9,499,295** |
| 32 | OCO 7 | 0 | 0 | $2,970 | $0 | ($3,072) | $0 | $102 | $0 | $9,499,295 |
| 33 | OCO 7 | 0 | 0 | $165 | ($165) | $0 | $0 | $0 | $0 | $9,499,295 |
| 34 | OCO 7 | 0 | 0 | $4,027 | $0 | ($4,166) | $0 | $139 | $0 | $9,499,295 |
| 35 | OCO 7 | 0 | 0 | $6,565 | $0 | ($6,791) | $0 | $226 | $0 | $9,499,295 |
| 37 | OCO 7 | 0 | 0 | $1,465 | ($1,465) | $0 | $0 | $0 | $0 | $9,499,295 |
| 38 | OCO 7 | 0 | 0 | $3,263 | ($3,263) | $0 | $0 | $0 | $0 | $9,499,295 |
| 39 | OCO 7 | 0 | 0 | $2,140 | ($2,140) | $0 | $0 | $0 | $0 | $9,499,295 |
| 41 | OCO 7 | 0 | 0 | $5,965 | ($5,965) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 7 Totals** | | **0** | **0** | **$26,560** | **($12,998)** | **($14,029)** | **$0** | **$467** | **$0** | **$9,499,295** |
| 36 | OCO 8 | 0 | 0 | $3,718 | ($3,718) | $0 | $0 | $0 | $0 | $9,499,295 |
| 40 | OCO 8 | 5 | 0 | $17,336 | ($8,972) | ($8,725) | $70 | $291 | $0 | $9,499,295 |
| 42 | OCO 8 | 0 | 0 | $5,831 | ($5,831) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 8 Totals** | | **0** | **0** | **$26,885** | **($18,521)** | **($8,725)** | **$70** | **$291** | **$0** | **$9,499,295** |
| 43 | OCO 9 | 0 | 0 | $9,625 | ($9,625) | $0 | $0 | $0 | $0 | $9,499,295 |
| 44 | OCO 9 | 0 | 0 | $1,770 | ($1,770) | $0 | $0 | $0 | $0 | $9,499,295 |
| 45 | OCO 9 | 0 | 0 | $6,565 | ($6,565) | $0 | $0 | $0 | $0 | $9,499,295 |
| **OCO 9 Totals** | | **0** | **0** | **$17,960** | **($17,960)** | **$0** | **$0** | **$0** | **$0** | **$9,499,295** |
| 46 | OCO 10 | 0 | 0 | $1,897 | ($1,897) | $0 | $0 | $0 | $0 | $9,499,295 |
| 48 | OCO 10 | 0 | 0 | $8,580 | ($8,580) | $0 | $0 | $0 | $0 | $9,499,295 |
| 49 | OCO 10 | 0 | 0 | $2,826 | ($2,826) | $0 | $0 | $0 | $0 | $9,499,295 |
| 50 | OCO 10 | 0 | 0 | $2,076 | $0 | ($2,148) | $0 | $72 | $0 | $9,499,295 |
| **OCO 10 Totals** | | **0** | **0** | **$15,379** | **($13,303)** | **($2,148)** | **$0** | **$72** | **$0** | **$9,499,295** |
| 47 | | 0 | 0 | $0 | $0 | $0 | $0 | $0 | $0 | $9,499,295 |
| **Current Amounts** | | **5** | **0** | **$7,864,198** | **$134,752** | **$190,976** | **$1,035,594** | **$273,775** | **$9,499,295** | **$9,499,295** |

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

October 10, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0046

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Demolition of Existing Ceramic Tile in H Building Corridor for New Epoxy Floor for the above referenced project.

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments: Form B, Subcontractor Pricing Back-up

CC: Tom Stanfield - Wilco

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0046**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Demo of Existing Ceramic Tile | $0.00 | $0.00 | $1,897.00 | $1,897.00 |
| To Be Funded By CM Contingency | $0.00 | $(1,897.00) | $0.00 | $(1,897.00) |
| **Totals** | $0.00 | $(1,897.00) | $1,897.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 10/17/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for Days**

# Williamson County Regional Animal Shelter
## Form B

## Change in Work - Cost Analysis Form

(To Be Completed All Subcontractors, Suppliers & Contractors Associated with the Change Proposal)

Project No. & Name: 2491-02 Wilco Regional Animal Shelter — DATE 10/17/2018

Contractor Name: Vaughn Construction — Change No. CP-046

Description of Change: Demolition of Existing Ceramic Tile in H Building Corridor for New Epoxy Floor

| Means Code | Description | Quantity | Unit | Unit Cost | Labor | Material & Equipment | Subcontract |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | **249101-0031 VAUGHN GENERAL WORKS** | | | | | | |
| | ***Ceramic Tile Floor Demo*** | | | | | | |
| | Labor - General Laborers (Crew of 2) - Temp Measures + Equipment Setup/Maintenance + Cleaning / Temp Protection + Material Installation | 53.4 | HR | $ 22.43 | $ 1,197.00 | $ - | $ - |
| | Materials - Addl. Purchases for Misc. Materials, Clean Supplies, Temp. Protection Materials, Misc Equipment Maintenance | 1.0 | LS | $ 527.88 | $ - | $ 527.88 | $ - |
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| | | | | | | | |
| | | | | **SUBTOTAL** | $ 1,197.00 | $ 527.88 | $ - |
| | | | | **BOND** | | | $ - |

| **Work preformed by the Contractor's own employees** | | **SUBTOTAL** | $ 1,724.88 |
|---|---|---|---|
| Work up to $10,000.00, add… | 15.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 10.0% | | $ 172.49 |
| Work greater than $20,000.00, add… | 7.5% | | $ - |

| **Managing subcontracted work** | | **SUBTOTAL** | $ - |
|---|---|---|---|
| Work up to $10,000.00, add… | 10.0% | | $ - |
| Work between $10,000.01 and $20,000.00, add… | 7.5% | | $ - |
| Work greater than $20,000.00, add… | 5.0% | | $ - |

| | | |
|---|---|---|
| Sales Tax 8.25% | | $ - |
| **TOTAL FOR THIS CHANGE PROPOSAL** | **$** | **1,897** |

FASTENAL

**Remit to**
Fastenal Company
P.O. Box 1286
Winona, MN 55987-1286

**For billing questions**
503 Leander Rd #1
GEORGETOWN, TX 78626

Phone (512)864-9712
Fax (512)868-8405

# INVOICE



**Invoice Date** 09/20/2018
**Invoice No.** TXGER107128
**Invoice Total** 10.83 USD
**Due Date** 10/20/2018

**Cust. No.** TXGER0892
**Cust. P.O.** 2491
**Job No.**
**Contract No.**

**Sold To**

0004033 01 AB 0.405 **AUTO T9 1 1061 77042-5-04037

J T VAUGHN CONSTRUCTION
10355 WESTPARK DR
HOUSTON, TX 77042-5312

**Ship To**
Picked up at branch
503 Leander Rd #1
GEORGETOWN, TX 78626

**This Order and Document is subject to the "Terms of Purchase" posted on www.fastenal.com.**

| Line No | Quantity Ordered | Quantity Shipped | Quantity Backordered | Description | Control No. | Part No. | Price / Hundred | Amount | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 6 | 6 | 0 | 12.9 SHCS M10-1.5X35 | 136865 | 2139620 | 100.0000 | 6.00 | T |
| 2 | 10 | 10 | 0 | M10-1.5 DIN985 LN Z | MP187126 | 2140167 | 40.0000 | 4.00 | T |

Vaughn Construction
SEP 28 2018
Main Office Received

**Received By**

**Tax Exemption**
32038057058 R

**Comments**
Contact: Stuart Baker 10% Restocking Fee on returned stock items under 10 days old. 25% Restocking Fee on returned, non-stock items under 10 days old. 25% Cancellation Fee plus shipping on charges on cancelled, non-stock items.

| | |
|---|---|
| Subtotal | 10.00 |
| Shipping & Handling | 0.00 |
| TX State Tax | 0.63 |
| County Tax | 0.00 |
| City Tax | 0.20 |
| **Total** | **10.83** |

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

**Please pay from this invoice.**

16713 Central Commerce Dr.
Round Rock, TX 78664

**Remit to:**
**6550 Bingle Rd.**
**Houston, TX 77092-1107**

www.kriscon.com

KRIS CON COMPANIES

**Rentals & Sales**

| | |
|---|---|
| INVOICE# | 50197 |
| Date | 08/20/18 ✓ |
| PO Number | 2491-01 JAY ✓ |
| Salesperson | MATT |
| Terms | 0% 0 NET 30 |
| Page | 1 of 1 18495 |

Make Checks payable to KRIS-CON RENTS

| Bill To: | Ship To: |
|---|---|
| VAUGHN CONSTRUCTION CO.<br>10355 WESTPARK DR<br>ATTN: ACCTS PAYABLE<br>HOUSTON, TX 77042 ✓ | VAUGHN CONSTRUCTION CO.<br>1855 SE INNER LOOP<br>GEORGETOWN , TX |

| Qty | Unit | Supplies, Access, Repairs | Taxable | Unit Price | Amount |
|---|---|---|---|---|---|
| 2 | BAG | SAKM 80# SAKRETE CONCRETE MIX | Y | $4.60 | $9.20 |
| ~~2~~ | ~~BX~~ | ~~LENSW-LCD LCD100 LENS WIPES (100/BOX)~~ (RADIANS) | ~~Y~~ | ~~$6.98~~ | ~~$13.96~~ |
| 1 | BX | DM85 8511 DUST MASK W/VALVE & NOSE CLIP 10/BX | Y | $25.68 | $25.68 |
| 25 | EA | 2X4X-16FT TREATED #2 | Y | $14.92 | $373.00 |
| ~~60~~ | ~~EA~~ | ~~20 GAL POLY DEW RIGHT TREE WATERING BAG~~ | ~~Y~~ | ~~$21.32~~ | ~~$1,279.20~~ |
| | | Total Purchases | | | $1,701.04 |

Vaughn Construction
AUG 3 1 2018
Main Office Received

KRIS CON

**1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS**
**Credit cards are accepted at time of purchase**
**Convenience Fee charged to pay on a Net 30 Account with a Credit Card**
**Please remit to: 6550 Bingle Rd., Houston, TX 77092**

| | |
|---|---|
| Subtotal | $1,701.04 |
| Fuel Surcharge | $.00 |
| Freight | $.00 |
| Sales Tax | $.00 |
| Total Charges | $1,701.04 |

## Thank You for your Business

16713 Central Commerce Dr.
Round Rock, TX 78664

**Remit to:**
**6550 Bingle Rd.**
**Houston, TX 77092-1107**

www.kriscon.com

KRIS CON COMPANIES

***Rentals & Sales***

| | |
|---|---|
| INVOICE# | 50366 |
| Date | 09/19/18 |
| PO Number | 2491-01 JAY |
| Salesperson | MATT |
| Terms | 0% 0 NET 30 |
| Page | 1 of 1 18525 |

Make Checks payable to KRIS-CON RENTS

| Bill To: | Ship To: |
|---|---|
| VAUGHN CONSTRUCTION CO.<br>10355 WESTPARK DR<br>ATTN: ACCTS PAYABLE<br>HOUSTON, TX 77042 | VAUGHN CONSTRUCTION CO.<br>1855 SE INNER LOOP<br>GEORGETOWN , TX |

| Qty | Unit | Supplies, Access, Repairs | Taxable | Unit Price | Amount |
|---|---|---|---|---|---|
| 2 | EA | 48-62-1906 MILWAUKEE 1.5MMX6" REPLACEMENT SCRAPER BLADE | Y | $55.00 | $110.00 |
| | | Total Purchases | | | $110.00 |

Vaughn Construction
SEP 25 2018
Main Office Received

KRIS-CON

**1.5% PER MONTH CHARGED ON INVOICES OVER 30 DAYS**
**Credit cards are accepted at time of purchase**
**Convenience Fee charged to pay on a Net 30 Account with a Credit Card**
**Please remit to: 6550 Bingle Rd., Houston, TX 77092**

| | |
|---|---|
| **Subtotal** | **$110.00** |
| **Fuel Surcharge** | **$.00** |
| **Freight** | **$.00** |
| **Sales Tax** | **$.00** |
| **Total Charges** | **$110.00** |

# Thank You for your Business

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

November 02, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0048

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Provide Epoxy Flooring in the H Building Hallway for the above referenced project.

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

Very truly yours,
VAUGHN CONSTRUCTION



Thomas Morrill

Attachments:

CC:

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0048**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Provide Epoxy Flooring in the H Building Hallway | $0.00 | $0.00 | $8,580.00 | $8,580.00 |
| To be funded by CM Contingency | $0.00 | $(8,580.00) | $0.00 | $(8,580.00) |
| **Totals** | $0.00 | $(8,580.00) | $8,580.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 11/2/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for Days**

# ROCK SOLID USA

The Decorative Concrete Company

October 17, 2018

Vaughn Construction
6604 North Lamar Blvd.
Austin, Texas 78752
(O) 210-328-0193
tmorrill@vaughnconstruction.com
Attn.: Mr. Thomas Morrill

Re: Williamson County Regional Animal Shelter

**COST PROPOSAL**

Dear Mr. Morrill:

Rock Solid USA will provide the following epoxy flooring with a 6" cove base:

**TOTAL COST PROSAL: $8,580.00**

Thank you for allowing Rock Solid USA to work on this project. We appreciate the business and hope to work with you again in the future.

Sincerely,

Robert Case – Owner
Rock Solid USA
512-844-8113
info@rocksolidusa.com

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

November 02, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0049

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Provide Demo of Garage Doors and CMU Openings for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0049**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Provide Demo of Garage Doors and CMU Openings | $0.00 | $0.00 | $2,826.00 | $2,826.00 |
| To Be Funded by CM Contingency | $0.00 | $(2,826.00) | $0.00 | $(2,826.00) |
| **Totals** | $0.00 | $(2,826.00) | $2,826.00 | $0.00 |

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

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 11/2/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for 10 Days**

THE DEMO COMPANY

# REQUEST FOR CHANGE ORDER

**Ref.#** CO-006
**GC Ref#**
**Date** Aug 28, 2018
**Job #** A18-001

**To:** Vaughn Construction

**Project:** Williamson County Animal
1855 SE INNER LOOP
GEORGETOWN, TX 78626

**Description:** T&M - Garage Doors, CMU Openings & Ceiling Height Change

## Remove Existing Garage Doors

| | |
|---|---|
| Foreman - 7 Hours | $378.00 |
| Laborer - 28 Hours | $1,036.00 |

## CMU Openings & Ceiling Height Change

| | |
|---|---|
| Foreman - 7 Hours | $378.00 |
| Laborer - 21 Hours | $777.00 |

## OH/P 10%

| | |
|---|---|
| OH/P | $257.00 |

**REQUESTED BY:** Dawson Mcgough
**ON BEHALF OF:** Vaughn Construction
**PROJECT MANAGER:** Thomas Mcgough
**PM PHONE NO.:** (334) 322-1022
**ESTIMATOR:** Thomas Mcgough

**Total: $2,826.00**

The Demo Company
2432 Fabens #200
Dallas, TX 75229
972.948.9983

# TIME & MATERIAL TICKET

DATE 08-20-18 DAY Monday

| | | | |
|---|---|---|---|
| Project Name | Williamson County Regional Animal Shelter | Project Client | Vaughn |
| Supervisor Name | Fernando Palomino | Supervisor Signature | |
| Project Task | | Project Number | A 18-001 |

**Description of Work**

Cutting openning on cinder blocks (AHU #1)

Removing sheet rock around wall (ceiling height change)

| Manpower | QTY | Hours | OT |
|---|---|---|---|
| Supervisor | | | |
| Foreman | 1 | 7 | |
| Operator | | | |
| Lead Man | | | |
| Labor | 3 | 21 | |
| Temporary | | | |
| TOTALS | 4 | 28 | |

| Disposal | QTY |
|---|---|
| | |
| | |
| None | |
| | |
| | |
| | |
| | |

| QTY | Equipment & Tools | Company | Notes |
|---|---|---|---|
| 1 | Wheel barrow | | |
| 1 | Quickie saw | | |
| 1 | Sawzall | | |
| 1 | Chipping hammer | | |
| 1 | hammer | | |
| 1 | Chisel | | |
| 1 | Ext cord | | |
| 1 | Spray water bottle | | |
| 1 | Sledge hammer | | |
| | | | |
| | | | |

| Owner Representative Approval | TDC Superintendent |
|---|---|
| Signature: | Signature: Marcos Armando |
| Name : Jay McCall | Name ARMANDO ALVEZ |

**The Demo Company**
2432 Fabens #200
Dallas, TX 75229
972.948.9983

# TIME & MATERIAL TICKET

DATE 08-21-18 DAY Tuesday

| | | | |
|---|---|---|---|
| Project Name | Williamson County Regional Animal Shelter | Project Client | Vaughn |
| Supervisor Name | Fernando Palacios | Supervisor Signature | |
| Project Task | | Project Number | 18-001 |

**Description of Work**

Removing garage doors (1 Building) (x2)
back and front

| Manpower | QTY | Hours | OT |
|---|---|---|---|
| Supervisor | | | |
| Foreman | 1 | 7 | |
| Operator | | | |
| Lead Man | | | |
| Labor | 4 | 28 | |
| Temporary | | | |
| TOTALS | 5 | 35 | |

| Disposal | QTY |
|---|---|
| none | |

| QTY | Equipment & Tools | Company | Notes |
|---|---|---|---|
| 2 | Socket tool set | | |
| 2 | Cordless | | |
| 2 | Sledge hammer | | |
| 3 | Ladders | | |

| Owner Representative Approval | TDC Superintendent |
|---|---|
| Signature: | Signature: |
| Name : Jay McGilton | Name |

VAUGHN
CONSTRUCTION

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

T: (210) 328-0193

November 05, 2018

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

Re: Animal Shelter Expansion

Job No: 249101

Subj: Change Proposal No. 249101-0050

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Provide and Install Bridge Drain and Balcony Drain Re-Route Per ASI 006 for the above referenced project.

Our price is valid for Ten (10) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Thomas Morrill

Attachments:

CC:

# FORM B

**PROJECT: Animal Shelter Expansion**

**CHANGE PROPOSAL NO: 249101-0050**

**QUOTATION :**

| Item | Labor | Materials | Subs | Total |
|---|---|---|---|---|
| Provide and Install Bridge Drain and Balcon Drain Re-Route Per ASI 006 | $0.00 | $0.00 | $2,076.00 | $2,076.00 |
| CM Fee | $0.00 | $72.00 | $0.00 | $72.00 |
| To Be Funded By Contingency | $0.00 | $(2,148.00) | $0.00 | $(2,148.00) |
| **Totals** | $0.00 | $(2,076.00) | $2,076.00 | $0.00 |
| | **Insurance, Tax, Benefits on Labor** | | | $0.00 |
| | **Overhead** | | | $0.00 |
| | **Fee on Subs** | | | $0.00 |
| | **Fee on JTV** | | | $0.00 |
| | **Bond** | | | $0.00 |
| | **Remodel Tax** | | | $0.00 |
| | **TOTAL** | | | **$0.00** |

**TIME EXTENSION TO CONTRACT:** 0 Days

**Submitted Date: 11/5/2018**

**Accepted**

**By:** _____

**Date** _____

**VAUGHN CONSTRUCTION**

**By:** _____
**Thomas Morrill**

**Proposal Valid for 10 Days**

# Change Order - Cover Sheet

**SUBCONTRACTOR**

| | |
|---|---|
| **COPPERA LLC** | **007** |
| Company Name | Change Proposal No. # |
| **421 Talbot St, Taylor, Tx 76574** | **311 - Williamson County Animal Shelter** |
| Address | Project Name |
| **August 29, 2018** | **Vaughn Construction** |
| Date | Customer Name |

**DESCRIPTION OF WORK:**

1 *Cut walkway & install BD-1 on pedestrian walkway per ASI 006*

2 *Route 3" Cast Iron and drain to daylight on concrete splashpad*

**EXCLUSIONS**

*1*

***All Change Orders are Subject to price Changes After 2 Weeks***

THE BREAKDOWN OF PROPOSED COSTS FOR THIS CHANGE PROPOSAL IS AS FOLLOWS:

| | | | | | |
|---|---|---|---|---|---|
| **A.** | **For self-performed work:** | | | | |
| | 1. Cost of Materials & Supplies ----------> | | $ 1,015.57 | | |
| | 2. Cost of Equipment ----------> | | $ - | | |
| | 3. Cost of Labor ----------> | | $ 480.00 | | |
| | 4. Labor Burden ---------- | 53% | $ 254.40 | | |
| | 5. Other Total | | $ 82.71 | | |
| | 5. Subtotal ----------> | | $ 1,832.68 | | |
| | 6. Mark-Up---------- | 15% | $ 183.27 | | |
| | **7. Subtotal** | | | $ | 2,015.95 |
| **B.** | **8. Total Cost for Subcontractors** *(from attached form)* | | $ - | | |
| | 9. Mark-Up (Verify in Contract) | 5% | $ - | | |
| | **10. Subtotal of Lines 8 & 9** | | | $ | - |
| **C.** | **Bonding** | | | | |
| | 11. Cost of Performance & Payment Bonds (if Change Order only) | 3% | *apply as needed* | $ | 60.48 |
| | (Subtotal of Lines 7, 10 and 11) TOTAL VALUE OF PROPOSAL | | | **$** | **2,076.43** |

| | | | |
|---|---|---|---|
| **D.** | Request | **1** | calander day(s) to be added to contract time for this change. |

| | | |
|---|---|---|
| **E.** | Total HUB percentage for this Change Proposal is | **100%** |

*Mark C. Weaver*

Signature *(COPPERA, LLC)*

Signature (*Customer*)

## CHANGE ORDER - BACKUP

**Project Name:** 311 - Williamson County Animal Shelter

**Contractor Name:** COPPERA LLC **Change Proposal No.:** 007

| PROJECT COST ITEMS | | | Quantity | Unit | Unit Cost | Total Costs |
|---|---|---|---|---|---|---|
| **TYPE** | **COST CODE** | **DESCRIPTION** | | | | |
| Labor | | PLUMBER: Install BD-1 & Piping | 16 | $/HR | $ 30.00 | $ 480.00 |
| Material | | BD-1, 3" CI piping and fittings | 1 | $ | $ 1,015.57 | $ 1,015.57 |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| | | | | | $ - | $ - |
| Other | | Freight & Delivery | 0 | $ | $ - | $ - |
| Other | | Safety Supplies | 1 | $ | $24.00 | $ 24.00 |
| Other | | Small Tools & Equipment | 1 | $ | $38.40 | $ 38.40 |
| Other | | Warranty | 1 | $ | $20.31 | $ 20.31 |
| | | | | | **LABOR** | **$ 480.00** |
| | | | | | **LABOR BURDEN** | **$ 254.40** |
| | | | | | **MATERIAL** | **$ 1,015.57** |
| | | | | | **EQUIPMENT** | **$ -** |
| | | | | | **OTHER** | **$ 82.71** |
| **Work Self Performed** | | | **OH/P** | | **SUBTOTAL (less SUB)** | **$ 1,832.68** |
| Work Self Performed Markup | | | 10.0% | | **OH/P** | **$ 183.27** |
| | | | | | **from cover sheet ----- TOTAL FOR SUBCONTRACTOR** | **$ -** |
| | | | | | **from cover sheet ----- TOTAL FOR BONDING** | **$ 60.48** |
| | | | | | **TOTAL FOR SELF PERFORMED WORK ON THIS CHANGE PROPOSAL (SEE COVER PAGE FOR MORE DETAILS)** | **$ 2,076.43** |

WINSTON WATER COOLER, LTD.

Winston Water Cooler of Austin, Ltd
15605 TACON LANE
PFLUGERVILLE, TX 78660
512.363.5000
Fax 512.351.9391

# Quotation

| EXPIRATION DATE | QUOTE NUMBER |
|---|---|
| 08/27/2018 | S1948550 |

Winston Water Cooler of Austin, Ltd
15605 TACON LANE
PFLUGERVILLE, TX 78660
512.363.5000
Fax 512.351.9391

PAGE NO.
1 of 1

QUOTE TO:

COPPERA, LLC.
P.O. BOX 632
TAYLOR, TX 76574

SHIP TO:

COPPERA-311 WILLIAMSON COUNTY ANIMA
1855 SE INNER LOOP
GEORGETOWN, TX 78626

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON |
|---|---|---|---|
| 31391 | MR#2519-08/28/18 | WILCO | SHAWN ASHBY |

| WRITER | SHIP VIA | TERMS | SHIP DATE | FREIGHT ALLOWED |
|---|---|---|---|---|
| ZANE BUTTER JR. | OT OUR TRUCK | NET 10TH PROX | 08/28/2018 | No |

| ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|
| 30ft | 3 X 10 NH CAST IRON PIPE NH2 | 14.656/ft | 439.67 |
| 3ea | 3 NH 1/4 BEND NH4 | 21.846/ea | 65.54 |
| 2ea | 3 NH 1/8 BEND NH12 | 18.079/ea | 36.16 |
| 12ea | 4008 3 HUSKY 4000 NH CPLG | 18.080/ea | 216.96 |
| 4ea | 3 65 GALV STL LD ADJ CLEVIS HANGER | 3.623/ea | 14.49 |
| 4ea | 3 AS-1100EG STRUT CLAMP | 3.043/ea | 12.17 |
| 20ft | AS210EH20GA 1-5/8 X 1-5/8 X 20 GALVANIZED SLOTTED STRUT 14 GA | 3.129/ft | 62.57 |

THIS IS A QUOTATION ONLY
.
PRICES ARE GOOD FOR 30 DAYS UNLESS NOTED ABOVE
APPLICABLE TAXES AND/OR FREIGHT EXTRA

| | |
|---|---|
| Subtotal | 847.56 |
| S&H Charges | 0.00 |
| Amount Due | 847.56 |

WINSTON WATER COOLER, LTD.

Winston Water Cooler of Austin, Ltd
15605 TACON LANE
PFLUGERVILLE, TX 78660
512.363.5000
Fax 512.351.9391

# Quotation

| EXPIRATION DATE | QUOTE NUMBER |
|---|---|
| 09/13/2018 | S1937663 |

Winston Water Cooler of Austin, Ltd
15605 TACON LANE
PFLUGERVILLE, TX 78660
512.363.5000
Fax 512.351.9391

PAGE NO.
1 of 1

QUOTE TO:

COPPERA, LLC.
P.O. BOX 632
TAYLOR, TX 76574

SHIP TO:

COPPERA, LLC.
P.O. BOX 632
TAYLOR, TX 76574

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON |
|---|---|---|---|
| 26466 | BD-1 | | DUSTIN GRANTHAM |

| WRITER | SHIP VIA | TERMS | SHIP DATE | FREIGHT ALLOWED |
|---|---|---|---|---|
| ZANE BUTTER JR. | OT OUR TRUCK | NET 10TH PROX | 08/14/2018 | No |

| ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|---|---|---|---|
| 2ea | 2005LXH03-A06SS-P050 JRS 3 PUSH-ON FLR DRN W/5 RND TOP, TRAP PR. CON | 84.040/ea | 168.08 |

THIS IS A QUOTATION ONLY
.
PRICES ARE GOOD FOR 30 DAYS UNLESS NOTED ABOVE
APPLICABLE TAXES AND/OR FREIGHT EXTRA

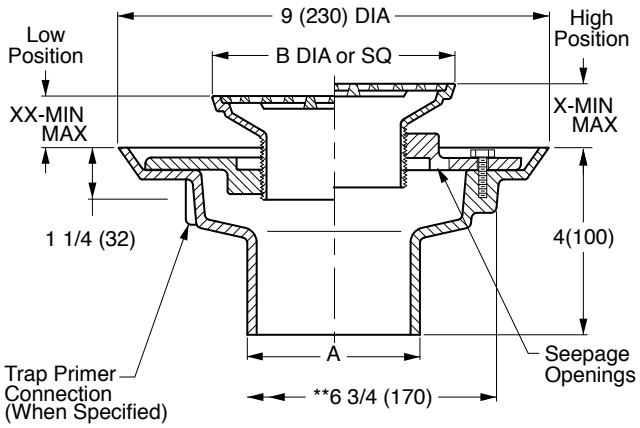
| | |
|---|---|
| Subtotal | 168.08 |
| S&H Charges | 0.00 |
| Amount Due | 168.08 |

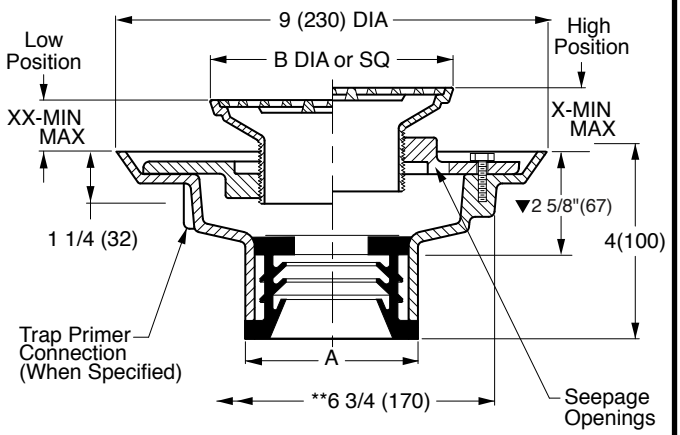
SMITH® JAY R. SMITH MFG. CO.®
MEMBER OF MORRIS GROUP INTERNATIONAL
POST OFFICE BOX 3237
MONTGOMERY, ALABAMA 36109-0237 (USA)
TEL: 334-277-8520 FAX: 334-272-7396 www.jrsmith.com
CUSTOMER DRIVEN SINCE 1926
MEMBER OF:

LOCATION

# FLOOR OR SHOWER DRAINS
## WITH ADJUSTABLE STRAINER HEADS

**FUNCTION:** General service floor drain for use in showers, toilets, kitchens and other finished areas where foot traffic is expected. The round top strainer head is used for all types of poured finished floors. The square top is particularly adaptable to floors that are finished in material of square or straight line pattern. Reversible flashing collar permits adjustment of the strainer to meet finished floor level.




A (Pipe Size) = 02(50), 03(75), 04(100), 05(125) or 06(150)

**NO-HUB OUTLET**

☐ **Fig. 2005Y.....(A) ROUND TOP**
☐ **Fig. 2005Y.....(B) SQUARE TOP**

| Outlet Size | Nickel Bronze Strainer Head |
|---|---|
| ▲ 02(50) | 05(125) DIA or SQ |
| ▲ 03(75) | 06(150) DIA or SQ |
| ▲ 04(100) | 08(205) DIA or SQ |

**SPEEDI-SET OUTLET**

☐ **Fig. 2005L.....(A) ROUND TOP**
☐ **Fig. 2005L.....(B) SQUARE TOP**

| Strainer Size | *Collar In High Position | | *Collar In Low Position | | Free Area SQ IN (SQ CM) | |
|---|---|---|---|---|---|---|
| B DIA or SQ | X MIN | X MAX | XX MIN | XX MAX | ROUND | SQUARE |
| 05 (125) | 1 1/4(32) | 2 1/4(57) | 3/4(19) | 1 5/8(41) | 7(45) | 6.5(42) |
| 06 (150) | 1 1/4(32) | 2 1/4(57) | 3/4(19) | 1 5/8(41) | 9(58) | 12.5(81) |
| 07 (180) | 1 1/4(32) | 2 1/4(57) | 7/8(22) | 1 7/8(48) | 14(90) | 11(71) |
| 08 (205) | 1 1/2(38) | 2 1/2(64) | 1(25) | 1 7/8(48) | 17(110) | 14(90) |
| •09 (230) | 1 1/2(38) | 2 3/8(60) | 1(25) | 1 7/8(48) | 18(116) | 16(103) |
| •10 (255) | 1 1/2(38) | 2 3/8(60) | 1(25) | 1 7/8(48) | 23(48) | 16(103) |

▼This dimension to internal stop of speedi-set gasket.
• Add 3/8"(10) to all min/max dimensions for round strainers.
* Collar is reversible to obtain extreme high and low strainer positions.
•• Not available for 5"(125) size strainer.
** MIN 6 3/4"(170) hole required for core drilled application.

**REGULARLY FURNISHED:**
Duco Cast Iron Body with Flashing Collar and Adjustable Strainer Head as Indicated by Suffix Letter Selected.

**VARIATIONS:**
•• ☐ Flapper Type Backwater Valve -V
☐ Hinged Grate -H
☐ L Speedi-Set Service Weight 2(50), 3(75) & 4"(100) only
☐ LXH Speedi-Set Extra Heavy 2(50), 3(75) & 4"(100) only
☐ Sediment Bucket -B
☐ Trap Primer Connection -P050 1/2" (13) & -P075 3/4" (19)
☐ Vandal Proof Screws -U
☐ Wide Flanged Strainer (Specify Fig. DX2005)
☐ T Threaded Outlet
☐ Heelproof Grate -HP -AHP (Round) or -BHP (Square)
☐ Quad Close Trap Seal (Specify Fig. 2692)

**OPTIONAL MATERIALS:**
☐ Bronze Body -BB
☐ Chrome Plated Strainer -CP
☐ Galvanized Cast Iron Body -G
☐ Nickel Bronze Strainer -NB
☐ Polished Bronze Strainer -PB
☐ All Stainless Steel (Specify Fig. 9700)
☐ Stainless Steel Strainers -SS [Available in 05(125) & 06(150) sizes only]

**NOTE:** Dimensions shown in parentheses are in millimeters.

▲ **Meets ASME Standard A112.6.3-2001 02(50), 03(75) or 04"(100) sizes only.**

**SEE PM0457 FOR OPTIONAL STRAINER HEADS.**

| REV. | DATE | DESCRIPTION | BY | CKD. BY |
|---|---|---|---|---|
| S | 11-3-16 | Revised Optional Materials | TBW | CL |
| R | 6-10-15 | Revised Variations | TBW | CL |
| Q | 11-18-11 | Rev. Dwg., Var. | TBW | CR |
| P | 11-20-09 | Revised Variations | RN | BW |

WEIGHT POUNDS

VOLUME CUBIC FEET

FIGURE NUMBER **2005**

FIGURE NUMBER 2005 | DRAWN BY: PJ | CHECKED BY: TD | APPROVED BY: TD | DATE: 5-17-85 | SCALE: NONE | SIZE A | DRAWING NUMBER S2005 | S

DIMENSIONS ARE SUBJECT TO MANUFACTURERS TOLERANCE AND CHANGE WITHOUT NOTICE
WE CAN ASSUME NO RESPONSIBILITY FOR USE OF SUPERSEDED OR VOID DATA

**WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov

# AIA® Document G710™ – 1992

## *Architect's Supplemental Instructions*

**PROJECT:** *(Name and address)*

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

**ARCHITECT'S SUPPLEMENTAL INSTRUCTION NUMBER:** 006

**DATE OF ISSUANCE:** 05 July 2018

**CONTRACT FOR:** New Construction

**CONTRACT DATE:** 08 January 2018

OWNER ☒
ARCHITECT ☒
CONSULTANT ☐
CONTRACTOR ☒
FIELD ☒
OTHER ☐

**OWNER:** *(Name and address)*

Williamson County -
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX. 78626

**FROM ARCHITECT:** *(Name and address)*

Jackson & Ryan Architects
2370 Rice Blvd., Suite 210
Houston, Texas 77005

**TO CONTRACTOR:** *(Name and address)*

Vaughn Construction
6604 N. Lamar
Austin, Texas 78752

**ARCHITECT'S PROJECT NUMBER:** 16042




05 July 2018

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

**DESCRIPTION:**

ASI 006 provides information for a storm drain at the New Adoptions Building public entry bridge.

This drain is the result of further coordination between the anticipated Architectural and actual Civil grades at the bridge's tie-in at the site's large retaining wall.

**ATTACHMENTS:**
*(Here insert listing of documents that support description.)*

One (1) 8.5x11 Cover Page, one (1) 8.5x11 Narrative page, and two (2) 24x36 full-size drawing sheets.

**ISSUED BY THE ARCHITECT:**

*(Signature)*

Martha Seng, FAIA
*(Printed name and title)*

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JACKSON & RYAN
ARCHITECTS

2370 Rice Boulevard, Suite 210
Houston, TX 77005
713.526.5436




07/05/18

# Architect's Supplemental Instructions
# ASI # 006

☑ CONTRACTOR ☑ FIELD ☑ ARCHITECT ☐ CONSULTANT ☑ OWNER ☐ OTHER

Project: Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

Date Issued: 07/05/18
Contract For: WilCo Animal Shelter
Contract Dated: 01/8/18
Architect's Project Number: 16042

To Contractor: Thomas Morrill
Vaughn Construction
6604 N. Lamar
Austin, TX. 78752

Owner: Dale Butler
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

NOTICE TO CONTRACTOR: These supplemental instructions interpret the Contract Documents or order minor changes in the Work without changing the Contract Sum or Contract Time. Proceeding with the work in accordance with these instructions signifies the Contractor's acknowledgement of no change in the Contract Sum or Contract Time.

Description:

ASI 006 provides information for a storm drain at the New Adoptions Building public entry bridge. This drain is the result of further coordination between the anticipated Architectural and actual Civil grades at the bridge's tie-in at the site's large retaining wall.

Attachments:

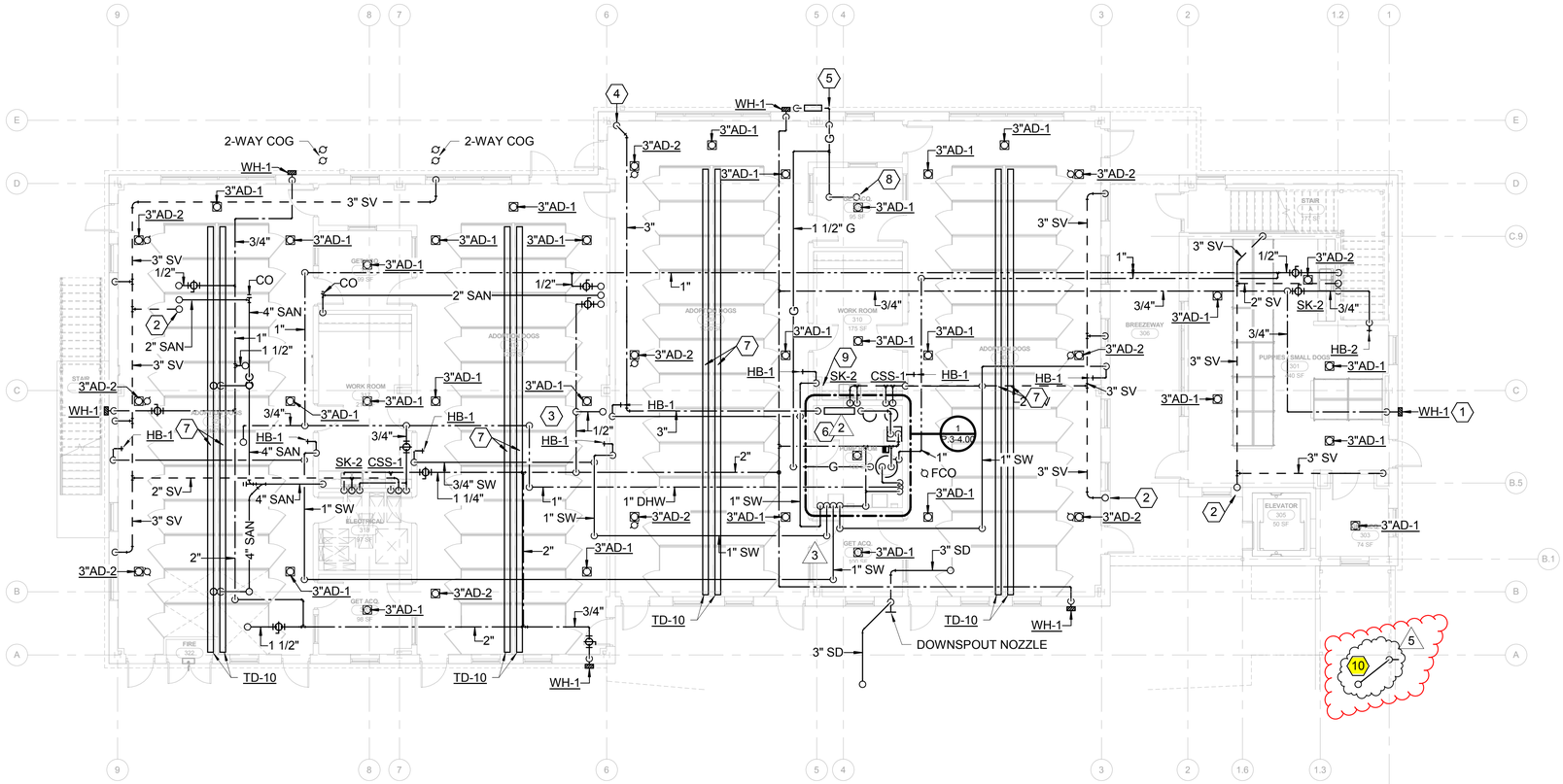
Sheets P.3-3.01 and P.3-3.02

Issued by the Architect:

(*Signature*)

Martha Seng, FAIA

(*Printed Name*)




# 1 PLUMBING GROUND LEVEL PLAN

1/8" = 1'-0"

## GENERAL NOTES

1 REFER TO SHEET P0.01 FOR GENERAL PLUMBING NOTES THAT SHALL APPLY TO ALL SHEETS IN THIS SET UNLESS NOTED OTHERWISE IN THE KEYED NOTES.

## KEYED NOTES - P.3-3.01

1 MOUNT WALL HYDRANT AT 18" AFG. TYPICAL OF EXTERIOR WALL HYDRANTS.
2 3" SV UP.
3 MOUNT HOSE BIBBS AT 20" AFF AND 100" AFF. TYPICAL OF ALL HB-1 LOCATIONS.
4 DOMESTIC WATER BUILDING ENTRY.
5 NATURAL GAS BUILDING ENTRY.
6 BUILDING BACKFLOW PREVENTER, WATER SOFTENER, GAS FIRED WATER HEATER, HOT WATER CIRC. PUMP, THERMOSTATIC MIXING VALVE, AND SPACE FOR SOAPY WATER PUMPS, TO BE INSTALLED HERE-IN.
7 4" BOTTOM OUTLET AT TRENCH DRAIN.
8 ROUTE 2" NATURAL GAS SUPPLY UP IN CHASE ABOVE. SEE 1/P3-3.02 FOR CONTINUATION.
9 LOCATE ALARM PANEL FOR HAIR TRAP AT 60" AFF.
10 3" STORM DRAIN PIPING FROM BALCONY DRAIN ON BRIDGE ABOVE. ROUTE BENEATH BRIDGE TO STEEL COLUMN AND DOWN TO DISCHARGE ONTO SPLASHBLOCK AT GRADE.

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

Date Issued:

| | |
|---|---|
| 09/27/17 | ISSUE FOR PERMIT |
| 10/18/17 | ADDENDUM 01 |
| 11/07/17 | ADDENDUM 02 |
| 11/15/17 | FIRST RE-SUBMITTAL-PLAN REVIEW |
| 06/15/18 | ASI-006 |

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

**WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**

1855 SE INNER LOOP
GEORGETOWN, TX 78626


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

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

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332


Tx. Registration # F-2113

STATE OF TEXAS
WESLEY W. STIDHAM
87058
LICENSED
PROFESSIONAL ENGINEER
06/15/18

Sheet Content:

NEW BLDG - PLUMBING GROUND LEVEL PLAN

SCALE: 1/8" = 1'-0"

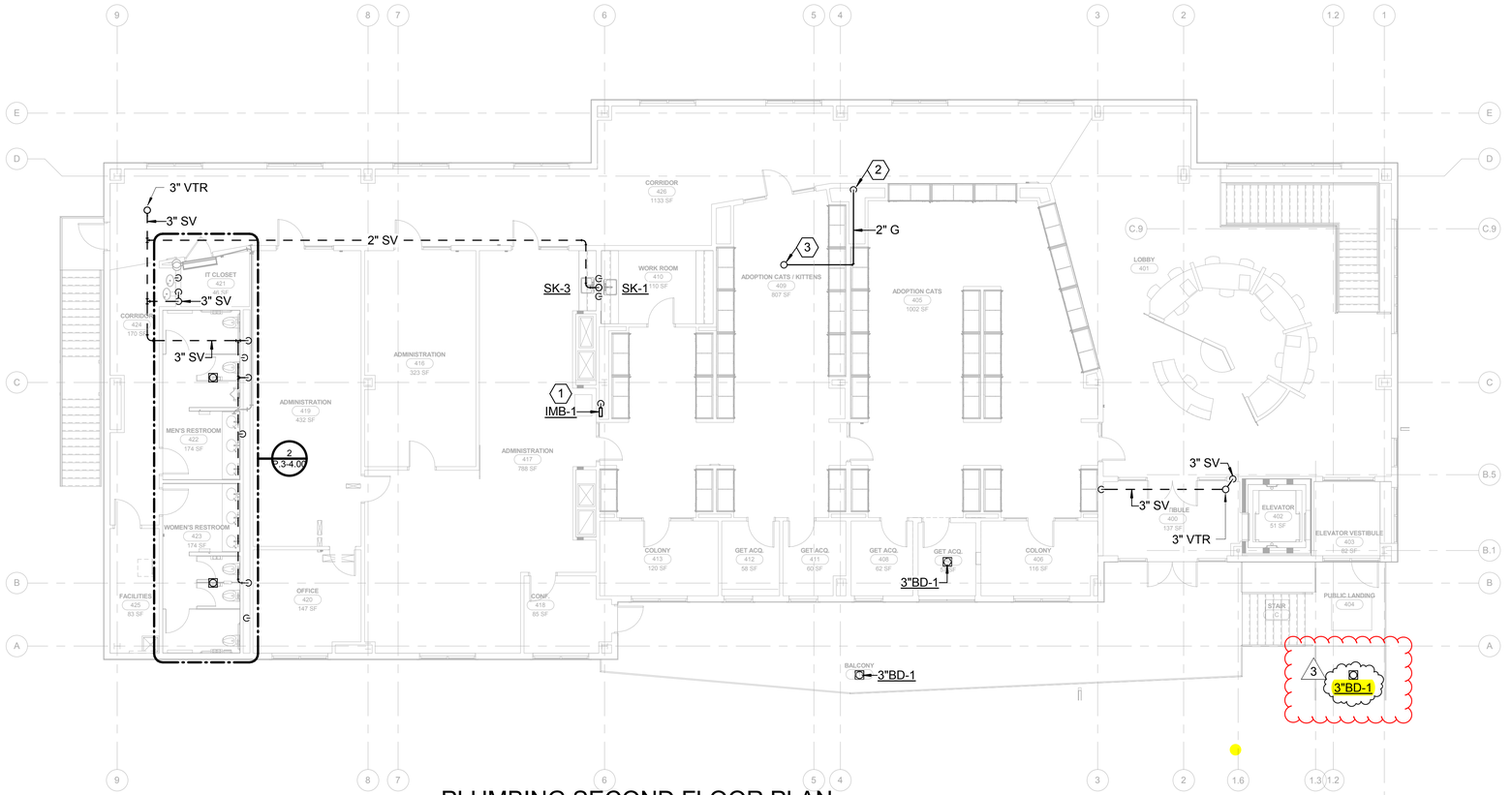

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Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the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


# P.3-3.01

Plot Date: 10/18/2017

6/15/2018 2:28:47 PM C:\Users\chagan\Documents\1171-002-01_Plbg_New Building_R17_chagar.rvt




# 1 PLUMBING SECOND FLOOR PLAN

1/8" = 1'-0"

## GENERAL NOTES

1 REFER TO SHEET P0.01 FOR GENERAL PLUMBING NOTES THAT SHALL APPLY TO ALL SHEETS IN THIS SET UNLESS NOTED OTHERWISE IN THE KEYED NOTES.

## KEYED NOTES - P.3-3.02

1 1/2"DCW FROM BELOW TO ICE MAKER SUPPLY BOX AT 42" AFF.
2 2" NATURAL GAS SUPPLY FROM BELOW.
3 ROUTE 2" NATURAL GAS SUPPLY UP TO ROOF ABOVE. SEE 1/P3-3.03 FOR CONTINUATION.

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

Date Issued:

| | |
|---|---|
| 09/27/17 | ISSUE FOR PERMIT |
| 11/15/17 | FIRST RE-SUBMITTAL-PLAN REVIEW |
| 06/15/18 | ASI-006 |

GEORGETOWN PROJECT NO. 2017-39592

Project Number: **16042**

**WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**

1855 SE INNER LOOP
GEORGETOWN, TX 78626


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

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

GENERAL CONTRACTOR
VAUGHN CONSTRUCTION
512-318-1332


Tx. Registration # F-2113

STATE OF TEXAS
WESLEY W. STIDHAM
87058
LICENSED
PROFESSIONAL ENGINEER
6/14/18

Sheet Content:

NEW BLDG - PLUMBING SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"


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


# P.3-3.02

Plot Date: 10/18/2017

6/15/2018 2:28:49 PM C:\Users\chagan\Documents\11171-002-01_Plbg_New Building_R17_chagar.rvt

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 11/20/2018

UPRR Agreement

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on an Agreement for Preliminary Engineering Services and Submittal of Exhibit "A" for Railroad Approval with Union Pacific Railroad Company. Funding Source: P-463

**Background**

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

UPRR Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Charlie Crossfield | | Started On: 11/15/2018 10:25 AM |
| Final Approval Date: 11/15/2018 | | |

DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

Date_____

**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES AND SUBMITTAL OF EXHIBIT "A" FOR RAILROAD APPROVAL**

Crossing: Public:
State: TX City: Hutto
MP TBA Austin Subdivision
Road Name TBA / DOT # TBA
Williamson County

Andrew D. Hudanish
Manager, Industry & Public Projects
Union Pacific Railroad Company
24125 Old Aldine Westfield Rd
Spring, TX 77373-9015

Dear Mr. Hudanish,

Plans are being prepared to (description of Agency Project) at the location referenced above. The proposed work includes (scope of work). In connection with the project, the Agency considers it necessary for the successful advancement of the project for your company to collaborate in the development of the project by performing the following:

- preliminary engineering and other related services
- development of cost estimates
- review of the project's preliminary layouts
- submit current train and switching moves

The Agency authorizes and agrees to reimburse the Railroad for its expenses and actual costs that are incurred for collaborating in the development of the project's preliminary engineering and other preliminary activities. The Railroad has estimated that these preliminary engineering and other preliminary costs will be **$75,000**. Payment will be made within thirty (30) days from the Agency's receipt and approval of the Railroad's request for reimbursement. Railroad will refer to Agency's Project Number (P463 Southeast Corridor) and forward Invoices to (Williamson County c/o Prime Strategies, Inc., 1508 S. Lamar Blvd. Austin, Texas 78704).

Additionally, attached for your company's review is one (1) concept plans marked **Exhibit A**, which are the concept plans and show the basic features of the proposed highway project at the location referenced above. Please review and provide comment on the basic features of the **Exhibit A** as soon as possible. Also enclosed is one (1) set of photos of the project area.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 Fax 512.943.1662 dgattis@wilco.org

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by your company, as identified in **Exhibit A** and submit them at your earliest convenience so that they may be attached to the railroad generated Construction & Maintenance (C&M) agreement.

Please verify the number of current regular train **27** and switching movements **2** with a Maximum Speed of **70 MPH** at this location as currently shown in our inventory records. This information will be used by the Agency's Contractor to obtain Railroad Protective Liability Insurance.

This agreement is intended to address Preliminary Engineering. It is understood by both parties that railroad may withhold its approval for any reason directly or indirectly related to safety or its operations, property issues or effect to its facilities. If the Project is approved, Union Pacific will continue to work with the Agency to develop Final Plans, Specifications and prepare Material and Cost Estimates for Railroad Construction Work associated with the project. It is also understood that if the project is constructed, if at all, at no cost to the railroad.

The Agency and the Railroad will enter into separate License, Right of Entry, Construction and Maintenance Agreements associated with the actual construction of the project if the project is accepted and approved by the railroad. The Agreements will be drafted by Union Pacific and forwarded to the Agency after the **Exhibit A** and cost estimates have been approved.

Please contact the County's General Engineering Consultant at telephone number (512) 527-6719 via email at ceschberger@hntb.com if you have any questions. Your assistance in this matter is appreciated.

Sincerely,

Dan A. Gattis
County Judge
Williamson County

UNION PACIFIC RAILROAD COMPANY

By _____ Date _____

Name and Title _____

Attachment(s)
cc:

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 11/20/2018

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 R. Thomas, Barbara L. Thomas, Jack D. Moore and Daniella D. Moore for right of way needed on CR 111 (Parcel 23). 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. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Charlie Crossfield | | Started On: 11/15/2018 10:27 AM |
| Final Approval Date: 11/15/2018 | | |

**REAL ESTATE CONTRACT**
CR 111 Right of Way—Parcel 23

THIS REAL ESTATE CONTRACT ("Contract") is made by HOMER R. THOMAS and BARBARA L. THOMAS, JACK D. MOORE and DANIELLIA D. MOORE (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 0.094 acre (4,073 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 23**);

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 ELEVEN THOUSAND SEVEN HUNDRED TWENTY-ONE and 00/100 Dollars ($11,721.00).

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 December 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.

*[signature pages follow]*

**SELLER:**

Homer R. Thomas

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

Date: 11/14/2018

Barbara L. Thomas

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

Date: 11/14/2018

Jack D. Moore

Address: 601 c.r. 161
Granger, Tx 76530

Date: 11/14/2018

Daniellia D. Moore

Address: 601 c.r. 161
Granger, Tx 76530

Date: 11/14/2018

**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:** 23
**Highway:** County Road 111 (Westinghouse Road)

## PROPERTY DESCRIPTION FOR PARCEL 23

BEING 0.094 of an acre (4,073 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 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. 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=10195107.82, E=3151141.38) on the south line of County Road No. 105, marking the Northwest corner of the above-referenced Moore tract, being the Northeast corner of that certain tract of land, called 4.00 acres, as conveyed to Daniel Rangel & Anna C. Rangel by deed recorded as Document No. 2005087713 of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof, from which a ½-inch iron rebar found for the southeast corner of the above-referenced 4.00 acre Rangel tract bears S 21°20'00" E, 763.84 feet;

**THENCE**, along the said south line of County Road No. 105, N 69°09'15" E, 110.00 feet to a calculated point for the Northeast corner of the said Moore tract, being the most northerly Northwest corner of the remainder 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 the Deed Records of Williamson County, Texas, for the Northeast corner hereof;

**THENCE**, along the east line of the said Moore tract, being a westerly line of the said remainder of the 17.90 acre Thomas tract, S 21°20'00" E, 44.49 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 151+12.77 for the Southeast corner hereof;

**THENCE**, S 76°52'30" W, 111.13 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 150+01.63 on the west line of the said Moore tract, being the east line of the said 4.00 acre Rangel tract, for the Southwest corner hereof;

**THENCE**, N 21°20'00" W, 29.56 feet to the Place of **BEGINNING** and containing 0.094 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.

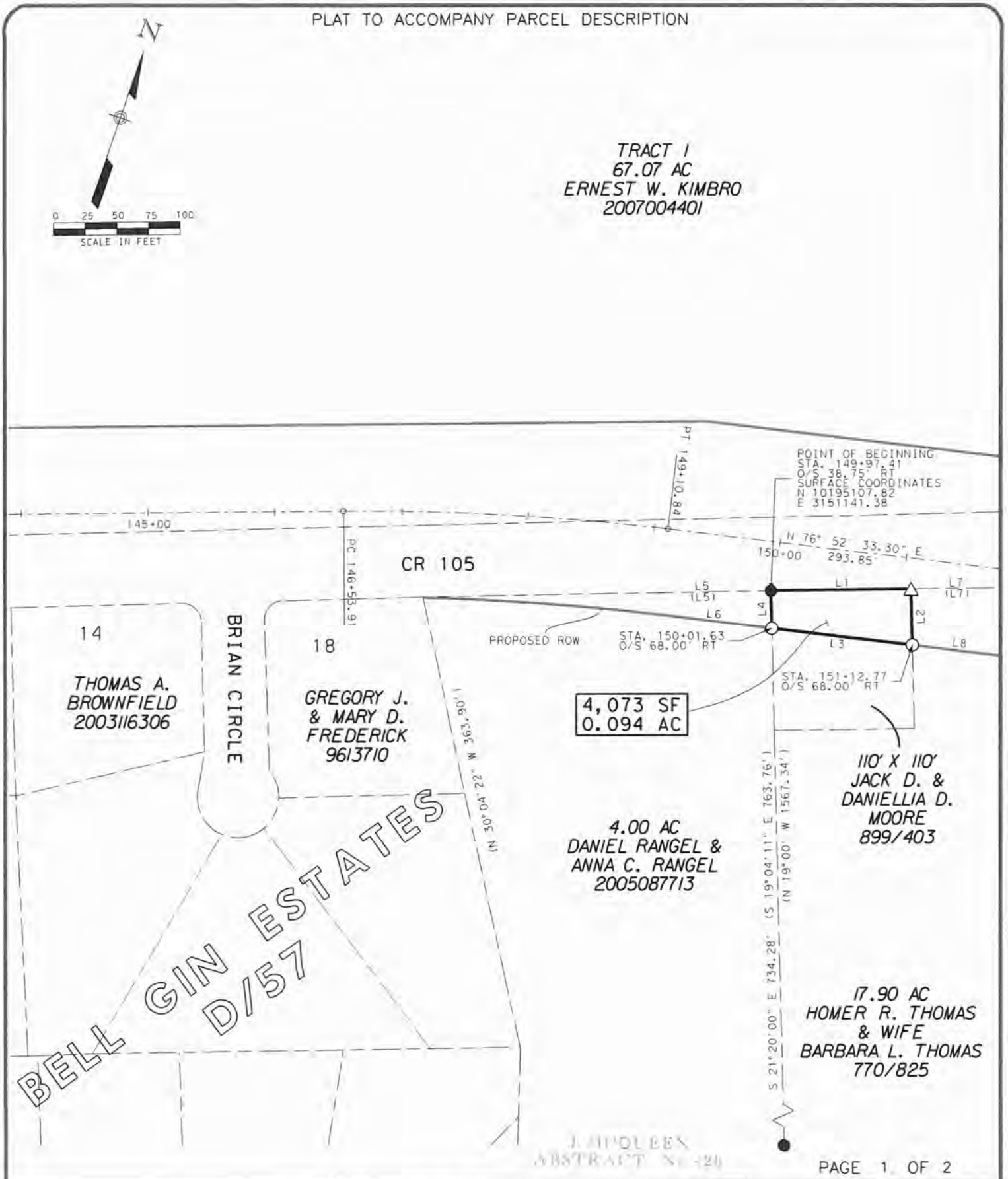



_____ Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-23

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 23.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL
1378 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

JACK D. AND DANIELLIA D. MOORE

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 23 | CR 111 | WILLIAMSON |

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

# 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 69°09'15" E | 110.00' |
| L2 | S 21°20'00" E | 44.49' |
| L3 | S 76°52'30" W | 111.13' |
| L4 | N 21°20'00" W | 29.56' |
| L5 | N 68°58'30" W | 274.82' |
| (L5) | N 71°04'10" E | 275.00' |
| L6 | N 76°52'30" E | 90.79' |
| L7 | N 69°23'00" E | 388.90' |
| (L7) | N 71°18'30" E | 159.15' |
| L8 | N 76°52'30" E | 91.93' |

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.

10/4/16

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

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



STEGER BIZZELL
1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
JACK D. AND DANIELLIA D. MOORE

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 23 | CR 111 | WILLIAMSON |

WILLIAMSON COUNTY
1848

# EXHIBIT "B"

Parcel 23

**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, JACK D. MOORE AND DANIELLIA D. MOORE, 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 0.094 acre (4,073 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 23**)

**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 pages follow]*

**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

**GRANTOR:**

_____
Jack D. Moore

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

**GRANTOR:**

_____
Daniellia D. Moore

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 11/20/2018

CR 176 Amendment

**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 First Amendment to Real Estate Contract with John B. Gordon and Cruzita R. Gordon for right of way needed on CR 176 (Parcel 11). Funding Source: Road Bonds P241

**Background**

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Gordon Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Charlie Crossfield | | Started On: 11/15/2018 10:28 AM |
| Final Approval Date: 11/15/2018 | | |

# FIRST AMENDMENT TO REAL ESTATE CONTRACT

CR 176—Parcel 11

THIS FIRST AMENDMENT TO REAL ESTATE CONTRACT (the "First Amendment"), is entered into by and among WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas, (the "Purchaser") and JOHN B. GORDON and CRUZITA R. GORDON (referred to in this contract as "Seller", whether one or more). The Seller and the Purchaser are individually referred to as "Party" and collectively referred to as the "Parties". Each of the Parties confirms that it has the authority to enter into this First Amendment and the ability to perform its obligations under this First Amendment, without the further approval or consent of any other person or entity.

## Recitals

WHEREAS, on or about the 9th day of October, the Parties entered into that one certain Real Estate Contract for the purchase of 0.289 acre of real property for construction of improvements to CR 176 (the "Contract"); and

WHEREAS, subsequent to the execution of the contract Purchaser determined that the description of the Property needed for purchase was incorrect and had to be revised; and

WHEREAS, the metes and bounds description of the Property has been revised to reflect the corrected size of 0.334 acre (14,538 SF); and

WHEREAS, the Parties desire to amend and correct the description of the Property and the amount of the Purchase Price to reflect the corrections;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the County and the Purchaser mutually agree as follows:

## Section 1. Definitions

All terms used herein shall have the meanings assigned to them in the Contract unless the context clearly requires otherwise.

Section 2. Amendment

(a) Article I, Purchase and Sale, of the Contract is amended as follows:

**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 0.334 acre (14,538 Sq. Ft.) tract of land in the James B. Allen Survey, Abstract No. 36 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**);

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

(b) Article II, Purchase Price, Section 2.01. of the Contract is amended as follows:

**ARTICLE II**
**PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TWENTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-SEVEN and 00/100 Dollars ($22,877.00).

Section 3. Miscellaneous

(a) To the extent necessary to effect the terms and provisions of this First Amendment, the Contract is hereby amended and modified. In all other respects, the aforesaid Contract is hereby ratified and confirmed.

(b) This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the 12th day of November, 2018.

**SELLER**:

John B. Gordon

Cruzita R. Gordon

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
DAN A. GATTIS, County Judge

Revised 06/02/17
06/16/17
12/19/17
10/16/18

EXHIBIT A

County: Williamson
Parcel: 11
Highway: County Road 176

FIELD NOTES

FOR

A 0.334 ACRE, OR 14,538 SQUARE FEET TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.334 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

**COMMENCING** at an "X" chiseled in rock found on a point in the east right-of-way line of County Road 176, a variable width right-of-way, said point being the southwest corner of said Lot 1;

**THENCE N 20°51'24" W**, with the east right-of-way line of County Road 176, same being the west boundary line of said Lot 1, for a distance of **184.64 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10187723.23, E=3101613.79), Station 121+60.13, 60.85 feet left, for the southernmost corner and the **POINT OF BEGINNING** hereof;

**THENCE N 20°51'24" W**, continuing with the east right-of-way line of said County Road 176, same being the west line of said Lot 1, a distance of **432.33 feet** to a ½" iron rod found on an angle point in the southeast cutback for said County Road 176, same being a northwest corner of said Lot 1, for the westernmost corner hereof;

**THENCE** with said cutback, same being the north line of said Lot 1, the following three (3) courses and distances:

1. **N 17°40'54" E**, a distance of **39.20 feet** to a ½" iron rod found,
2. **N 57°17'03" E**, a distance of **61.55 feet** to a ½" iron rod found, and

3. **N 68°40'20" E**, a distance of **16.87 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, for the northernmost corner hereof, from which ½" iron rod found on a point being the northeast corner of said Lot 1 bears, N 68°40'20" E a distance of 289.05 feet;

**THENCE** departing the south right-of-way line of said County Road 176, through the interior of said Lot 1, with the following two (2) courses and distances:

1. With the arc of a curve to the left having a radius of **1011.00 feet**, a central angle of **21°58'24"**, a chord bearing and distance of **S 06°30'24" E, 387.35 feet**, an arc length of **387.72 feet**, to a ½" iron rod with a yellow cap marked "Pape-Dawson set for a point of tangency hereof, and

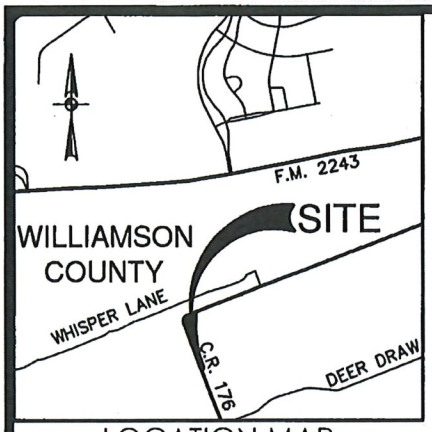
2. **S 17°29'36" E** for a distance of **102.62 feet** to the **POINT OF BEGINNING** and containing 0.334 of an acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 16, 2018
JOB No.: 59006-16
DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\11-GORDON v2-0.334Acre.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parker J. Graham

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

10/19/2018




LOCATION MAP

NOT-TO-SCALE

LEGEND:

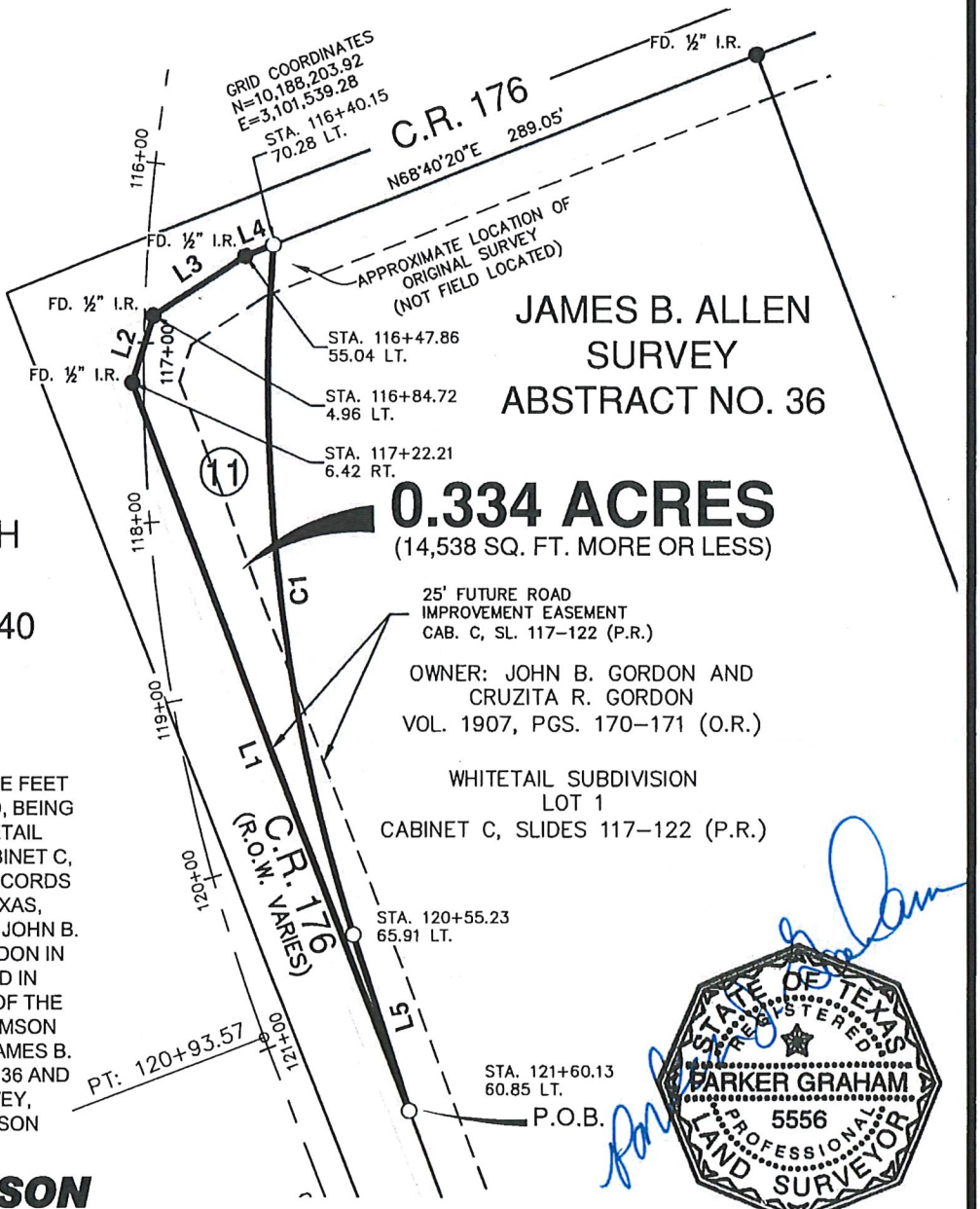
| | |
|---|---|
| D.R. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.R. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| P.R. | PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS |
| FD. | FOUND |
| I.R. | IRON ROD |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |

NOTES:

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

1 inch = 100'

100' 0' 50' 100'




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

JOHN T. CHURCH SURVEY
ABSTRACT NO. 140

JAMES B. ALLEN SURVEY
ABSTRACT NO. 36

**0.334 ACRES**
(14,538 SQ. FT. MORE OR LESS)

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

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

EXHIBIT
OF

A 0.334 ACRE, OR 14,538 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

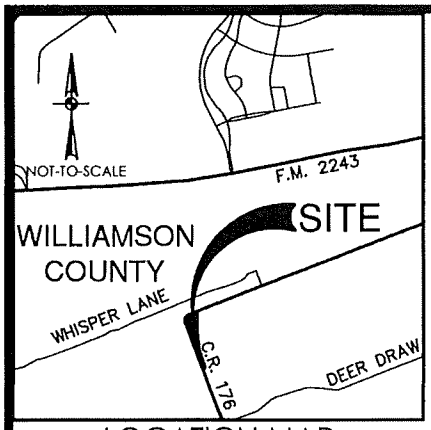
STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

10/15/2018

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



Date: Oct 16, 2018, 10:46am User ID: pgraham
File: H:\survey\SURVEY16\16-59006\Exhibits\11-GORDON v2.dwg



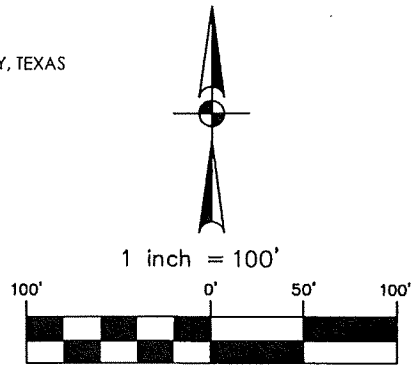

LOCATION MAP

LEGEND:

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

NOTES:

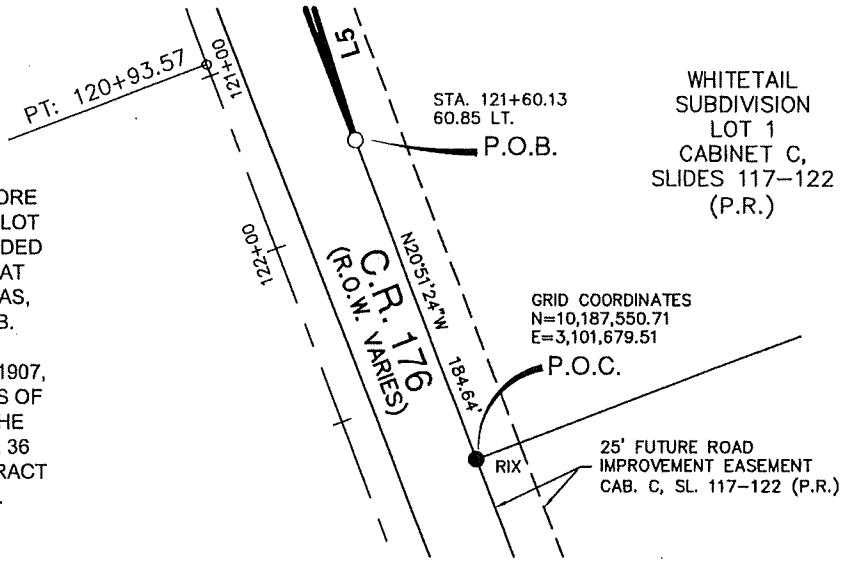
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | DELTA | CHORD BEARING | CHORD | LENGTH |
| C1 | 1011.00' | 21°58'24" | S06°30'24"E | 385.35' | 387.72' |

EXHIBIT
OF

A 0.334 ACRE, OR 14,538 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N20°51'24"W | 432.33' |
| L2 | N17°40'54"E | 39.20' |
| L3 | N57°17'03"E | 61.55' |
| L4 | N68°40'20"E | 16.87' |
| L5 | S17°29'36"E | 102.62' |

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



Date: Oct 16, 2018, 10:46am User ID: pgraham
File: H:\survey\SURVEY16\16-59006\Exhibits\11-GORDON v2.dwg

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 11/20/2018

budgetorderpro

**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 amending the Budget Order for FY18.19.

**Background**

This has been placed on the agenda to discuss take home vehicles.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

budget.order

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Wendy Coco | 11/14/2018 12:19 PM |
| Form Started By: Rebecca Clemons | | Started On: 11/14/2018 11:39 AM |
| Final Approval Date: 11/14/2018 | | |

**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<br>Friday | November 22, 2018<br>November 23, 2018 |
| Christmas Holiday | Monday<br>Tuesday<br>Wednesday | December 24, 2018<br>December 25, 2018<br>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.

q) 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 Operations, the Director of Field Operations, (9) Senior Foremen and Foreman,
   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 4 for, and 0 against on the 13th of November, 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** **27.**

**Meeting Date:** 11/20/2018

DPS Interlocal Cooperation Contract for County Sheriff

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

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Cooperation Contract between Williamson County and Department of Public Safety for Crime Laboratory Services to not exceed $258,910.26 for the term of October 1, 2018 to September 30, 2019.

**Background**

This is a renewal of the contract with DPS wherein DPS has agreed to analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. DPS will assign the services of 3 full time employees to perform such analysis service. The DPS staff will be designated to work on Williamson County cases before examining evidence from other agencies as long as this contract is in place. This contract will terminate on September 30, 2019 and may be renewed on an annual basis upon written agreement of the parties.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

DPS Contract

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/14/2018 09:53 AM |
| Form Started By: Starla Hall | | Started On: 10/31/2018 10:13 AM |
| Final Approval Date: 11/14/2018 | | |

**INTERLOCAL COOPERATION CONTRACT**
**Between**
**Williamson County, Texas (Williamson County)**
**and**
**Department of Public Safety (DPS)**

## I. AUTHORITY

Williamson County and DPS enter into this contract under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

Williamson County certifies that it has the authority to contract for the services by authority granted in Chapter 262, Local Government Code (County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code § 411.009.

## II. STATEMENT OF SERVICES TO BE PERFORMED

The DPS Crime Laboratory Service will analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. At its discretion, DPS will assign the services of three full time equivalents (FTEs) to perform analysis in performance of this Contract. The FTEs will be DPS employees. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for controlled substance cases and ten calendar-day or less turn-around time for blood alcohol cases. The assigned DPS FTEs will work on Williamson County cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place. At its discretion, DPS will assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by Williamson County will not exceed 160 cases per month (controlled substance) and 200 cases per month (blood alcohol) under this agreement.

## III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The basis is in the schedule incorporated in Exhibit A and reflects the costs associated with this Contract.

## IV. CONTRACT AMOUNT

The total amount of this Contract will not exceed $258,910.26.

## V. PAYMENT FOR SERVICES

Williamson County will remit to DPS via check all DPS costs for performing the services as identified in Exhibit A for each FTE assigned to this Contract.

Williamson County will pay for services received from appropriation items or accounts of the Williamson County from which like expenditures would normally be paid, based on vouchers drawn by Williamson County payable to DPS.

DPS will submit monthly invoices to Williamson County. DPS will also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs for each year that this Contract is in effect. Williamson County will remit payment to DPS no later than 30 calendar days after Williamson County's receipt of the invoice.

Payments received by DPS will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

## VI. TERM OF CONTRACT

This Contract's effective date is October 1, 2018, and will terminate on September 30, 2019 and may be renewed on an annual basis upon written agreement of the Parties.

## VII. GENERAL TERMS AND CONDITIONS

A. Termination for Convenience. Either Party may cancel this Contract for any reason upon 120 calendar days' written notice to the other Party. In the event of such termination, only the amounts due to DPS for services provided up to and including the date of termination will be due and payable. In no event will termination under this section by either Party give rise to any liability whatsoever on the part of the terminating Party.

B. Termination for Cause. If either Party materially breaches this Contract, the non-breaching Party will deliver written notice of such material breach to the breaching Party. Such notice will specify the nature of the material breach and inform the breaching Party that unless the breach is cured within ten business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching Party begins a good faith attempt to cure the material breach within ten business days, then and in that instance, the ten business-day period may be extended by the non-breaching Party, so long as the breaching Party continues to pursue a cure diligently to completion and continues to make a good faith attempt to cure the material breach. If, in the opinion of the non-breaching Party, the breaching Party does not cure the breach within ten business days or otherwise fails to make any diligent attempt to correct the material breach, the breaching Party will be deemed to be in breach and the non-breaching Party may, in addition to seeking the remedies available under this Contract and the law, terminate this Contract.

C. Funding Out. 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 or the subject matter

of this Contract become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or lack of appropriated funds which would render Contract performance impossible, unnecessary, void, or substantially amended, DPS may immediately terminate this Contract without penalty or liability.

Williamson County is a political subdivision of the State of Texas whose authority and appropriations are subject to the actions of the Williamson County Commissioners Court. If Williamson County or the subject matter of this Contract become subject to a lack of appropriated funds which would render the Contract performance impossible, unnecessary, void, or substantially amended, Williamson County may immediately terminate this Contract without penalty to or any liability.

D. No Joint Enterprise. The provisions of this Contract are not intended to create, nor will they be in any way construed to create a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.

E. Amendments. Any amendment to this Contract is only valid if in writing and signed by both Parties.

F. Notice. Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email.

If to DPS:

Department of Public Safety
Law Enforcement Support, Crime Laboratory Service
Attn: Brady Mills
5800 Guadalupe
Austin, Texas 78752
Telephone: (512) 424-7151
Email: Brady.Mills@dps.texas.gov

If to Williamson County:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626
(512) 943-1359

With a copy to:

Williamson County Attorney's Office

Attn: Rudy Gonzalez, Chief Investigator
405 MLK, Suite 229
Georgetown, Texas 78626
(512) 943-1171
rgonzalez@wilco.org

Either of the Parties may change its address or designated individual to receive notices by giving the other Party written notice as provided in this Section, specifying the new address or individual and the date upon which it will become effective.

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

| | |
|---|---|
| Williamson County, Texas | Department of Public Safety |
| By: _____ | By: _____ |
| Dan A. Gattis | Skylor Hearn |
| Title: Williamson County Judge | Title: Deputy Director, Administration and Services |
| Date: _____ | Date: _____ |

# Exhibit A

| ANNUAL SALARY AND BENEFITS FOR THREE POSITIONS | |
|---|---|
| | |
| | (10/1/18 - 09/30/19) |
| | |
| Forensic Scientist II salary (1 FTE) | $46,338.60 |
| Forensic Scientist IV salaries (2 FTE) | $139,391.16 |
| Benefits @ 29% of salary | $53,861.63 |
| | |
| TOTAL SALARY AND BENEFITS | $239,591.39 |
| | |
| Estimated travel costs | $500.00 |
| | |
| Operating and equipment expense | $15,000.00 |
| | |
| Administrative costs (1.5%) | $3,818.87 |
| | |
| | |
| Total | $258,910.26 |
| | |

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 11/20/2018

FY 2019 Animal Shelter Donation Fund Budget - 11/13/18

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Fiscal Year 2019 Animal Shelter Donation Fund.

**Background**

The budget is based on unspent Fiscal Year 2018 donations. Total unspent Fiscal Year 2018 is $523,314.37 of that amount $141,569.10 will be restricted in fund balance to be used for future shelter expansion and other capital needs.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

FY 19 Animal Shelter Donation Fund Budget

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/14/2018 02:47 PM |
| Form Started By: Melanie Denny | | Started On: 11/13/2018 08:08 PM |
| Final Approval Date: 11/14/2018 | | |

WILLIAMSON COUNTY
ANIMAL SHELTER DONATION FUND
FISCAL YEAR 2019 EXPENDITURE BUDGET

| Object | | |
|---|---|---|
| 001100 F/T SALARIES | 55,992.12 | |
| 001101 P/T SALARIES | 0.00 | |
| 001130 MERIT | 1,928.70 | |
| 002010 FICA | 4,439.27 | Animal Shelter Staff |
| 002020 RETIREMENT | 8,141.57 | |
| 002030 INSURANCE | 11,894.75 | |
| 002050 WORKER'S COMP | 1,906.57 | |
| 003001 SMALL EQUIPMENT & TOOLS < $5,000 | 135.42 | Use of Kuranda Beds Donations |
| 003510 PURCHASES FOR RESALE | 7,490.27 | Use of Sales from Pet Care Products |
| 003670 USE OF DONATIONS | 39,980.93 | Use of General Donations |
| 004100 PROFESSIONAL SERVICES | 112,169.08 | Use of Jane's Fund Donations |
| 004109 SPECIAL NEEDS | 30,597.23 | Use of Special Project Donations |
| 004232 TRAINING | 4,983.59 | Use of S.I.T. Team Donations |
| 004509 FACILITY ENHANCEMENTS | 5,446.23 | Use of Play Yards Donations |
| 004975 ANIMAL MEDICAL CARE | 19,870.76 | Use of Heart Worm Fund Donations |
| 004999 MISCELLANEOUS | 22,862.86 | Use of Capital Expansion Donations |
| 005003 EQUIPMENT > $5,000 | 53,905.92 | |
| **TOTAL** | **381,745.27** | |

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 11/20/2018

Johnson Controls/Simplex Grinnell Monitoring services for Taylor Annex Building exhibit change

**Submitted For:** Randy Barker **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the amendment letter with Johnson Controls for panel upgrade allowing for standard monitoring services at the Taylor Annex Building.

**Background**

The amendment letter from Johnson Controls, formerly Simplex Grinnell, incorporates the Williamson County panel upgrade that was done at the Taylor Annex Building, 412 Vance St., Taylor, Texas to include standard monitoring. The pricing for monitoring in this amendment is per TXMAS-5-03FAC010. The funding source for this is Facilities Maintenance Services 100-509-4500 and point of contact is Christi Stromberg..

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

documentation

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 08:55 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Dianne West | | Started On: 11/13/2018 12:55 PM |
| Final Approval Date: 11/15/2018 | | |

***Johnson Controls, Inc.***
1608 Royston Lane
Round Rock, TX 78664
512-634-1800

Christi Stromberg
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Date: October 11, 2018

Re: Monitoring services for Taylor Annex Building/Bill-to 1866321:

Williamson County as upgraded their panel at the above referenced location to include standard monitoring. This contract will be added to their current consolidated bill to# 1866321. The monitoring contract is attached along with the TXMAS price sheet.

Please sign below authorizing the addition of this contract to your current account.

**Annual recurring monitoring** **$359.27 (Annual)**

Please sign & print below to indicate your approval:

Customer Signature Date

Ref # or send PO to heather.foster@jci.com

Printed

Thank you,

11/1/18

**Heather Foster**
Service Sales Account Manager / Johnson Controls, Inc.
Mobile (512) 839-4633
Heather.foster@jci.com

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# SERVICES CONTRACT
# FOR FIRE ALARM MONITORING
# (TX-MAS-5-03FACO10)

**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 **Tyco SimplexGrinnell, (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(s) (for newly-added buildings), dated December 12, 2017 and marked Exhibit(s) "A1-A5" which are incorporated herein as if copied in full; and**

B. **As described in the attached Fire Alarm Monitoring Summary (for existing facilities being serviced), dated December 12, 2017 and marked Exhibit "B" which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A1-A5" and "B," 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 period 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 as set forth in Exhibit(s) "A1-A5" and "B." Any changes must be made by a change order or amendment 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(s), dated December 12, 2017 and marked as Exhibit "A1-A5" and "B" which are incorporated herein as if copied in full;**

**B. TX-MAS-5-03FACO10; and**

**C. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or

incorporated documents.

## 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 thirty (30) days written notice thereof.

**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.

**XVIII.**

**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:**

Authorized Signature

Printed Name

Date: 12-21, 2017

**SERVICE PROVIDER:**

Authorized Signature

Printed Name

Date: Dec 13, 2017



## *SimplexGrinnell Agreement Addendum to Services Contract for Fire Alarm Monitoring*

The underlying Commercial Sales Agreement for monitoring services (the "Agreement") between SimplexGrinnell LP ("SimplexGrinnell") and Williamson County, Texas ("Subscriber") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. This Addendum shall take effect as of the date of the Agreement. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. 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.

2. SimplexGrinnell shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SimplexGrinnell expressly acknowledges that it is not an employee of Subscriber.

3. Should Subscriber choose to add services in addition to those described in the Agreement, such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by Subscriber for the additional services and the terms and conditions that apply to such services. SimplexGrinnell shall not begin any additional services and Subscriber shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

4. SimplexGrinnell will be compensated based as set forth in the Agreement. Any changes to compensation must be made by an amendment 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 the date Subscriber 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 Subscriber 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 Subscriber'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 SimplexGrinnell, Subscriber shall notify SimplexGrinnell of the error not later than the twenty first (21st) day after the date Subscriber receives

the invoice. If the error is resolved in favor of SimplexGrinnell, SimplexGrinnell shall be entitled to receive interest on the unpaid balance of the invoice submitted by SimplexGrinnell beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Subscriber, SimplexGrinnell shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

5. SimplexGrinnell shall provide and maintain, until the services covered in this Agreement are completed, the minimum insurance coverage in the minimum amounts as described below.

| 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 including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts.

| Type of Coverage | Per Person | Per Occurrence |
|---|---|---|
| Comprehensive General Liability *(including premises, completed operations and contractual)* | $500,000 | $500,000 |
| Aggregate policy limits: | | $1,000,000 |

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 Subscriber and name Subscriber as an additional insured, but only to the extent of Supplier's negligence and indemnification obligations. Upon execution of this Addendum, SimplexGrinnell shall provide Subscriber with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

6. No Indemnification by Subscriber. SimplexGrinnell acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to SimplexGrinnell; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to SimplexGrinnell, for any reason whatsoever are hereby deemed void and deleted.

7. No Agency Relationship. It is understood and agreed that SimplexGrinnell shall not in any sense be considered a partner or joint venturer with Subscriber, nor shall SimplexGrinnell hold himself out as an agent or official representative of Subscriber unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. SimplexGrinnell 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 Subscriber other than what may be expressly allowed under this Contract.

8. Indemnification. To the fullest extent permitted by law, SimplexGrinnell shall indemnify and hold harmless Subscriber and its employees, agents, representatives, officers and directors from and against claims, damages, losses and expenses including, but not limited to attorney's fees, directly arising out of or resulting from SimplexGrinnell's onsite negligence while on Subscriber's premises.

9. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to SimplexGrinnell 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 Subscriber's termination of this Agreement for convenience.

10. 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 or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws or the State of Texas, excluding, however, its choice of law rules.

11. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber 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.

12. Subscriber's Right to Audit. SimplexGrinnell agrees that Subscriber 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 all invoices and service tickets of SimplexGrinnell which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SimplexGrinnell agrees that Subscriber shall have access during normal working hours to all necessary SimplexGrinnell facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Subscriber shall give SimplexGrinnell reasonable advance notice of intended audits.

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

14. Sales and Use Tax Exemption. Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

15. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.00 et seq. as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Subscriber, 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 Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, 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 Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

18. County Judge or Presiding Officer Authorized to Sign. The presiding officer of Subscriber's governing body who is authorized to execute the Agreement and this Addendum may execute the Agreement and this Addendum on behalf of Subscriber.

19. Assignment. Without prior written notice of Subscriber, SimplexGrinnell may not assign this Agreement. Notwithstanding the foregoing, SimplexGrinnell may assign to an affiliate without obtaining Subscriber's consent.

Williamson County
("Subscriber")

By: _____

Title: County Judge

Date: 12-21-2017

SimplexGrinnell LP

By: _____

Title: Market Director

Date: Dec 13, 2017

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Contractor: **SimplexGrinnell** | | | | | | | | | | | | |
| **Sales Representative:** | Heather Foster | | | (District #) | 494.00 **Fire Alarm & Suppression Services :** | | | | | | | **TXMAS-5-03FAC010** |
| Street: | 1608 Royston Ln. Bldg 1 | | | | | | | | | | | **Fire Alarm Services** |
| City: | Round Rock | | | | | | | | | | | |
| State: | Texas | | | | | | | | | | | |
| Phone #: | 512-634-1829 | | | | | | | | | | | |
| **End-User Facility Name** | **Williamson County Annex BILL TO 1866321 CONS BILLING** | | | | | | | | | | | |
| **Address** | 412 Vance St., Taylor, TX | | | | | | | | | | | |
| **Zip Code** | | | Enter quantity of each of desired line items below the rose colored boxes | | | | | | | | | **Full Service Pricing** |
| | | | Total Price will automatically be calculated at bottom of sheet. | | | | | | | | | **Includes Annual Inspection** |
| **LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001** | **Initial Test, Inspect, & Report** | **Qty** | **Total Initial Test, Inspect, & Report** | | | | | | | **Annual Full Maint.** | **Qty** | **Total Annual Full Maint.** |
| **Control Equipment** | | | | | | | | | | | | |
| Simplex 4010 (Fire Alarm Panel) | $ 160.41 | | $ - | | | | | | | $ 573.42 | | $ - |
| Simplex 4020 (Fire Alarm Panel) Under 127 Points Mapnet Under 250 Idnet | $ 160.41 | | $ - | | | | | | | $ 669.79 | | $ - |
| Simplex 4120 (Fire Alarm Panel) Over 127 Points Mapnet | $ 160.41 | | $ - | | | | | | | $ 882.42 | | $ - |
| Simplex 4100U (Fire Alarm Panel) Over 508 Points Mapnet | $ 160.41 | | $ - | | | | | | | $ 1,307.68 | | $ - |
| Simplex 2120 (Fire Alarm Panel) | $ 160.41 | | $ - | | | | | | | $ 882.42 | | $ - |
| Simplex 4100 (Fire Alarm Panel) | $ 160.41 | | $ - | | | | | | | $ 1,307.68 | | $ - |
| Simplex 4120 Multiplex (Fire Alarm Panel) | $ 160.41 | | $ - | | | | | | | $ 882.42 | | $ - |
| Simplex 4008 | $ 160.41 | | $ - | | | | | | | $ 556.98 | | $ - |
| Non-Simplex Fire Alarm Control Panel (Addressable) | $ 160.41 | | $ - | | | | | | | $ 1,307.68 | | $ - |
| Additional Panel (each) | $ 76.14 | | $ - | For Full Service, must insert panel quantities in lines 13-21 | | | | | | Test Only, See Line 106 | | |
| Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc) | $ 160.41 | | $ - | | | | | | | $ 548.00 | | $ - |
| Control Panel Central Transmitter | Included | | | | | | | | | Test Only, See Line 106 | | |
| Central Station Receiver | Included | | | | | | | | | Test Only, See Line 106 | | |
| Annunciator LED type | $ 35.53 | | $ - | | | | | | | $ 154.43 | | $ - |
| NAC Power Extender (Includes Battery Testing) | $ 76.14 | | $ - | | | | | | | $ 252.93 | | $ - |
| Battery testing -gel cell | Included | | | | | | | | | Test Only, See Line 106 | | |
| Battery testing - Ni-Cad | Included | | | | | | | | | Test Only, See Line 106 | | |
| D.A.C.T. | $ 20.30 | | $ - | | | | | | | $ 71.16 | | $ - |

| LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001 | Initial Test, Inspect, & Report | Qty | Total Initial Test, Inspect, & Report | | Annual Full Maint. | Qty | Total Annual Full Maint. |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Emergency voice/alarm communications equipment** | | | | | | | |
| Emergency Telephone | $ 3.87 | | $ - | | Test Only, See Line 106 | | |
| Phone Jacks | $ 4.06 | | $ - | | Test Only, See Line 106 | | |
| Call-in signal; off-hook indicator | Included | | | | Test Only, See Line 106 | | |
| Amplifier & tone generators | Included | | | | Test Only, See Line 106 | | |
| | | | | | | | |
| **Initiating Devices** | | | | | | | |
| Duct detector Functional Test Only | $ 20.30 | | $ - | | $ 114.77 | | $ - |
| Duct detector , Inspection, Cleaning, Sensitivity | $ 35.53 | | $ - | | Test Only, See Line 106 | | |
| Subfloor Detector (Test and Inspect) | $ 15.23 | | $ - | | Test Only, See Line 106 | | |
| Subfloor Detector (Test, Clean and Sensitivity) | $ 27.41 | | $ - | | | | |
| Heat detector: restorable | $ 11.17 | | $ - | | $ 37.05 | | $ - |
| Heat detector: non-restorable | $ 11.17 | | $ - | | $ 37.05 | | $ - |
| Smoke Detector Test & Inspect | $ 7.75 | | $ - | | $ 27.20 | | $ - |
| Smoke detector: photoelectric (Includes Detector Cleaning) | $ 12.57 | | $ - | | Test Only See Line 104 | | |
| Smoke detector: beam detection | $ 42.64 | | $ - | For Inspections and Repairs of this device, Lift pricing will | $ 146.50 | | $ - |
| Smoke Detector Test/Inspect, Clean, and Sensitivity Testing | $ 21.32 | | $ - | | $ 67.57 | | $ - |
| Smoke Detector Sensitivity Report from Panel | $ 126.90 | | $ - | | Test Only, See Line 106 | | |
| Above ceiling grid smoke detector Inspection | $ 21.32 | | $ - | | $ 64.81 | | $ - |
| Smoke detector: laser | $ 40.61 | | $ - | | Test Only, See Line 106 | | |
| Master Box | $ 26.40 | | $ - | | $ 171.18 | | $ - |
| Fire Alarm Box (Manual Pull Station) | $ 3.87 | | $ - | | $ 14.97 | | $ - |
| Flame Detector | $ 40.61 | | $ - | | $ 293.49 | | $ - |
| Elevator Shunt Trip Test/Per Bank | $ 21.32 | | $ - | | Test Only, See Line 106 | | |
| Vesda Early Detection Device | $ 42.64 | | $ - | | $ 249.10 | | $ - |

| LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001 | Initial Test, Inspect, & Report | Qty | Total Initial Test, Inspect, & Report | | | | | | Annual Full Maint. | Qty | Total Annual Full Maint. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| **Supervisory Devices** | | | | | | | | | | | |
| Fire Supervisory Signal, Emergency Generator | $ 3.87 | | $ - | | | | | | Test Only, See Line 106 | | |
| Fire Supervisory Signal, Air Pressure | $ 6.60 | | $ - | | | | | | $ 24.12 | | $ - |
| Sprinkler Water Flow Switch Electrical only | $ 6.60 | | $ - | | | | | | $ 25.92 | | $ - |
| Sprinkler Tamper Switch Electrical only | $ 6.60 | | $ - | | | | | | $ 24.12 | | $ - |
| Fire Supervisory Signal, Fire Pump | $ 3.87 | | $ - | | | | | | Test Only, See Line 106 | | |
| | | | | | | | | | | | |
| Water tank; low level | $ 3.87 | | $ - | | | | | | Test Only, See Line 106 | | |
| Water tank; high level | $ 3.87 | | $ - | | | | | | Test Only, See Line 106 | | |
| Water tank; temperature | $ 3.87 | | $ - | | | | | | Test Only, See Line 106 | | |
| Lift Rental per inspection / Service Call (If Required) | $ 319.80 | | $ - | | | | | | $ 319.80 | | $ - |
| Lift Rental per inspection (NYC) / Service call (If Required) | $ 533.00 | | $ - | | | | | | $ 533.00 | | $ - |
| Door closer/Holder | $ 3.87 | | $ - | | | | | | $ 90.21 | | $ - |
| Smoke Dampers | $ 69.62 | | $ - | | | | | | Test Only, See Line 106 | | |
| Overhead fire doors | $ 152.28 | | $ - | | | | | | Test Only, See Line 106 | | |

| LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001 | Initial Test, Inspect, & Report | Qty | Total Initial Test, Inspect, & Report | | Annual Full Maint. | Qty | Total Annual Full Maint. |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Alarm Notification Appliances** | | | | | | | |
| Fire Alarm, Bell | $ 3.87 | | $ - | | $ 15.27 | | $ - |
| Speakers | $ 3.87 | | $ - | | $ 15.27 | | $ - |
| Fire Alarm Audio Visual Device (A/V) | $ 3.87 | | $ - | | $ 18.67 | | $ - |
| Horns | $ 3.87 | | $ - | | $ 15.27 | | $ - |
| | | | | | | | |
| **Monitoring** | | | | | | | |
| UL Central Station Monitoring (Fire) | $ 319.80 | 1 | $ 319.80 | | | | |
| Single Bldg fire alarm only including 24-hour dialer test | $ 409.14 | | $ - | | | | |
| Multiple Bldg. applications (same Dialer) Cost per each building) | $ 153.30 | | $ - | | | | |
| Single Bldg Burglar alarm | $ 383.76 | | $ - | | | | |
| Combo Fire & Security Monitoring - Single Bldg | $ 537.06 | | $ - | | | | |
| Holdup Duress | $ 63.96 | | $ - | | | | |
| Open/Close Logging (Log Only) | $ 166.50 | | $ - | | | | |
| Open/Close Logging Supervised | $ 447.72 | | $ - | | | | |
| Monthly opening and closing reports | $ 89.34 | | $ - | | | | |
| Weekly opening and closing reports | $ 358.38 | | $ - | | | | |
| Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call) | $ 63.96 | | $ - | | | | |
| Digital Communicator and programming | $ 710.38 | | $ - | | | | |
| Reprogramming | $ 160.41 | 0 | $ - | | | | |
| Elevator Monitoring (per unit) | $ 255.84 | | $ - | | | | |
| Parking Lot Service (Phone) | $ 255.84 | | $ - | | | | |
| Video Alarm verification (Maximum 3 incidents per month, $30 charge per incident over 3/mo: video archive time 5 days | $ 1,265.99 | | $ - | | | | |
| 24 Hour Dialer Test for non-fire system subscriber or second line test | $ 77.16 | | $ - | | | | |
| | | | | **Note: For all items that state "Test Only" Full Service** | | | |

| LINE ITEMS - Fire Alarm Contract (Addressable) SIN 561-001 | Initial Test, Inspect, & Report | Qty | Total Initial Test, Inspect, & Report | | | | | | Annual Full Maint. | Qty | Total Annual Full Maint. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| OPEN MARKET Service Not on Schedule | | | | | | | | | | | |
| | $ - | 0 | $ - | | | | | | $ - | | $ - |
| CONSOLIDATED BILL-TO 1866321 | $ - | | $ - | | | | | | $ - | | $ - |
| | $ - | | $ - | | | | | | $ - | | $ - |
| | $ - | | $ - | | | | | | $ - | | $ - |
| 0 | $ - | | $ - | | | | | | $ - | | $ - |
| | $ - | | $ - | | | | | | $ - | | $ - |
| | $ - | | $ - | | | | | | $ - | | $ - |
| | $ - | | $ - | | | | | | $ - | | $ - |
| | $ - | | $ - | | | | | | $ - | | $ - |
| | $ - | | $ - | | | | | | $ - | | $ - |

If a Reduction is needed **type** it in here>

| | |
|---|---|
| Initial Test & Inspect. Sub Total: | $ 319.80 |
| Difficulty Factor | 1.15 |
| Sub Total | $ 367.77 |
| Spot Reduction | $ 8.50 |
| Price Reduction | $ - |
| **Total Initial Test & Inspection** | $ 359.27 |

| | |
|---|---|
| Annual Full Maintenance sub total: | $ - |
| Difficulty Factor | 1.15 |
| Sub Total | $ - |
| Spot Reduction | $ - |
| Price reduciton | $ 8.50 |
| **Total Annual Full Maintenance** | $ - |

| | | |
|---|---|---|
| **Zip Code** | 00000 | **Normal Business Hours Order Total** |
| **End-User Facility Name** | Williamson County<br>Annex BILL TO<br>1866321 CONS<br>BILLING | |
| **Address** | 412 Vance St.,<br>Taylor, TX | **$ 359.27** |

**Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays**

By signing, customer acknowledges and agrees to the additional terms and conditions below. SimplexGrinnell is not obligated to perform services until signature is obtained.

**Customer Signature:** _____

**Title:** _____ **Date:** _____

| | | |
|---|---|---|
| **Zip Code** | 00000 | **After Normal Business Hours Order Total** |
| **End-User Facility Name** | Williamson County<br>Annex BILL TO<br>1866321 CONS<br>BILLING | |
| **Address** | 412 Vance St.,<br>Taylor, TX | **$ 538.91** |

**Use only if inspections are required to be performed outside normal business hours**

By signing, customer acknowledges and agrees to the additional terms and conditions below. SimplexGrinnell is not obligated to perform services until signature is obtained.

**Customer Signature:** _____

**Title:** _____ **Date:** _____

**The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.**

**Fire Alarm Technician (Software based)**

| **Rates - NICET Level II Technician (Addressable System)** | **Per Hour** |
|---|---|
| Repair Services per hour during normal hours (Monday through Friday) | $113.71 |
| Repair services per hour outside normal hours (Before 7:00 am and After 4:30 pm Monday Through Friday and all hours on Saturday) | $169.80 |
| Repair services per hour Sunday and Holidays | $226.40 |

Travel time is permitted for all repairs and unscheduled services not covered in the line items ordered above. Maximum travel time charge is (4) hours.

Minimum charge for an Emergency and/or Priority Call is (3) Hours (Inspection Deficiencies are Excluded)

## Additional Terms and Conditions

As agreed upon by the GSA FSS Contracting Officer and documented in a Modification PS-0020 to the GSA FSS contract, the following SG Commercial Terms and Exclusions are For ease of understanding, as used in these SG Commercial Terms and Exclusions the term "Agreement" refers to the Orders issued by ordering activities, "Customer" refers to

1. **Services.** Company will perform the services described in the Agreement ("Services") for one or more system(s) or equipment as described in this Agreement or the listed

2. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope of Work.

3. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism

4. **Customer Responsibilities.**

a. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customers attention. This Agreement assumes any existing system(s) are

b. Customer further agrees to:

   i. Provide Company clear working access to Covered System(s) to be serviced including, if applicable, lift equipment needed to reach inaccessible equipment
   ii. Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
   iii. Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of
   iv. Provide a safe work environment;
   v. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue
   vi. Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
   vii. If escorts are required, work must be started within one (1) hour of Company staff arrival to customer site. Any additional waiting / processing time (whether at entry

5. **Reserved**

6. **Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING,**

7. **Exclusions.** This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire

8. **Terms and Conditions Governing Alarm Monitoring Service.**

a. Customer agrees and acknowledges that Company's sole and only obligation shall be to provide alarm monitoring, notification, and/or runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested.

b. **Customer's Duties.**

i. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention.

ii. In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational.

iii. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

iv. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

v. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

vi. Customer shall promptly reset the System after any activation.

vii. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

viii. Customer shall follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.

c. **Communication Facilities.**

i. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

ii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.

**TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

d. **Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge.** Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

e. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

f. **System Equipment.** If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

g. **Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement.

services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

i. **Outside Charges.** Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 11/20/2018

1711-203 Striping renewal 1 with DIJ Construction

**Submitted For:** Randy Barker **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Striping services contract 1711-203, for the same terms and conditions as the existing contract, for the term of December 19, 2018 - December 18, 2019, with the primary vendor, DIJ Construction.

### Background

This is the first renewal option for this contract. The Road and Bridge Department submitted a Vendor Performance Report (VPR) showing the vendor met all County requirements on this contract and requests to renew for the first renewal period. The funding source for this contract is under Striping 200.210.003542. The secondary vendor, TRP Construction, chose not to renew their contract for another term.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

1711-203 renewal 1 with DIJ Construction

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 09:01 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Dianne West | | Started On: 11/14/2018 01:51 PM |
| Final Approval Date: 11/15/2018 | | |

WILLIAMSON COUNTY
1848

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Goods | **Department:** | Road & Bridge |
| **Vendor Name:** | DIJ Construction | | |
| **Vendor Address:** | 2332 CR 252, Bertram, TX 78605 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Striping | | | |
| **P.O./Contract Number:** | 1711-203 | **Effective Date:** | 12/19/2018 |
| **Purchaser/Contract Specialist:** | Dianne West | **Expiration Date:** | 12/18/2019 |
| **Requested By:** | Terron Evertson, Director | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Form 1295; AND
  - Renewed Certificate of Insurance if it was required in bid/proposal
- **Extend Contract for the 1st of two (2), one (1) year renewal option periods:**

| | |
|---|---|
| Renewal Option Period 1 | December 19, 2018 – December 18, 2109 |
| Initial Contract Period | December 19, 2017 – December 18, 2018 |

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

Vendor D.I.J. Construction, Inc.

Name Terry Nix

Title Vice Pres.

Signature _____

Date 10-22-18

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

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

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

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 11/20/2018

Exemption for Larry Perez Signs

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption as set forth under Tex. Loc. Gov't Code §§ 262.024.(4), 262.024(7)(A) and 262.024(7)(D), for the one time purchase of vehicle wraps in the amount of $5,250.00.

### Background

Larry Perez Signs & Graphix has created the wraps and decals for the Sheriff's Office in the past and this is a component purchase of previous works. It is Larry Perez Signs & Graphix original design and the Sheriffs' Office would like to stay consistent with the image. The funds used for this exemption are coming from the Sheriff's Office seized funds budget 01.0410.0413.004541 in the amount of $5,250.00

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Attachment 1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 09:04 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Jayme Jasso | | Started On: 11/14/2018 02:34 PM |
| Final Approval Date: 11/15/2018 | | |

**Larry Perez Signs and Graphix**
304 North Mays
Round Rock, TX 78664 US
512.255.7058
accounting@larryperezsigns.com
www.LarryPerezSigns.com

# Estimate 1195

**ADDRESS**
Williamson County Sheriff's
Dept
508 S. Rock St.
Georgetown, TX 78662

| DATE | TOTAL |
|---|---|
| 10/30/2018 | **$5,250.00** |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| 10/30/2018 | **Vehicle Graphics**<br>Removal of previous graphics and installation of new graphics for 7 vehicles @ 750.00 ea. | 7 | 750.00 | 5,250.00T |

A 50% deposit is required to place order. Once an order is placed, it may not be cancelled. Balance in full is due upon completion.

| | |
|---|---|
| SUBTOTAL | 5,250.00 |
| TAX (0%) | 0.00 |
| TOTAL | $5,250.00 |

THANK YOU.

Accepted By

Accepted Date

Required Signature:

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 11/20/2018

Approving Woolery Fence Agreement

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Williamson County and Woolery Custom Fence Co. to provide privacy fence, gates and access control at the Lott Building in the not-to-exceed amount of $29,741.75, to support the operations of the Williamson County Sheriff's Office and authorizing execution of the agreement.

### Background

SO unit relocation from Hutto into the Lott Building has asked for a perimeter privacy fence to obscure their traffic and operations within the building for security reasons.10 area vendors were contacted for quotes, 3 vendors submitted pricing, Woolery Custom Fence was the lowest quote. Point of contact is Tom Stanfield. Funding source P508.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Quote

Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 08:57 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Thomas Skiles | | Started On: 11/14/2018 07:46 AM |
| Final Approval Date: 11/15/2018 | | |

# PROPOSAL

**WOOLERY CUSTOM FENCE CO.**
*P.O. BOX 986*
*ELGIN, TX 78621*

| DATE | PROPOSAL # |
|---|---|
| 10/10/2018 | 7466 |

| NAME / ADDRESS |
|---|
| Williamson County<br>3101 SE Inner Loop<br>Georgetown, TX 78626<br>512-943-1609 dbutler@wilco.org<br>512-943-1636 tom.stanfield@wilco.org |

| P.O.# or W.O.# | ATT: | PROJECT |
|---|---|---|
| | Tom | Lott Bldg. |

| DESCRIPTION | QTY |
|---|---|
| FENCE & GATES --<br>---------- | |
| 6'H WOOD PRIVACY FENCE - (LF) | 757 |
| (1x6x5/8 #2 Cedar, PTP 3-Rails 2x4's, 2-3/8" O.D. Galv. Steel Posts set in 3000 PSI Concrete) | |
| 20' DOUBLE DRIVE GATE SWING GATE (Manual East Gate) - (EA) | 1 |
| 20' DOUBLE DRIVE GATE SWING GATE (Automatic West Gate) - (EA) | 1 |
| GATE POSTS (Galvanized) - (EA) | 4 |
| ********** TOTAL: $20,421.75 | |
| ACCESS CONTROL --<br>---------- | |
| ALL-O-MATIC SWING GATE OPERATOR - (EA) | 2 |
| (24vdc brushless motor integralmotor for gates to 20' and 1200lbs) (Need 2 operators for the Automatic West Side Double Gate ) | |
| UL-325 REFLECTIVE SAFETY BEAM - (EA) | 1 |
| OPTICOM 721 GATE OPENING SYSTEM - (EA) | 1 |
| ********** TOTAL: $9,320.00 | |
| EXLUSIONS:<br>---------- | |
| All Power, Wiring, & Conduit To Be Supplied By Others. | |
| Survey By Others. | |
| Knox Padlock & Knox Access Switch By Others. | |
| Allowance: Opticom System = $2,750.00 | |
| VE Option: Tomar Strobe Detector in lieu of Opticom System = $1,585.00 | |

** Minority Certification #'s**
WBE & DBE Code -- WOO7143440
Texas HUB VID # - 1742794088100

**GRAND TOTAL** **$29,741.75**

***SIGNATURE:*** _____

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| 512-281-2186 | 512-233-5396 | bids@wooleryfence.com | www.woolerycustomfence.com |

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

# SERVICES CONTRACT
# FOR
# FENCE/GATE & ACCESS CONTROL
# INSTALLATION
# (WILCO LOTT BUILDING)

**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 **Woolery Custom Fence Co., (hereinafter "Service Provider")**, P.O. Box 986, Elgin, TX 78621 (ph. 512-281-2186). 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:

> **As described in the attached Statement of Work/Proposal, dated October 10, 2018, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "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 period 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 as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $29,741.75.**

**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/Proposal, dated October 10, 2018, which is incorporated herein as if copied in full; and**

**B. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## 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 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.

## 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.

## XVIII.

**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:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2018

**SERVICE PROVIDER:**

Estelle Woolery
Authorized Signature

Estelle Woolery
Printed Name

Date: November 13, 2018

**Exhibit(s)**
**Statement of Work/Proposal dated October 10, 2018**

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 11/20/2018

Advertisement Approval RFQ 1811-274 CHandler Road Ext

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and recieve sealed statements of qualifications for Transportation Corridor Development - Chandler Road Extension under RFQ #1811-274.

**Background**

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a Transportation Corridor. The area of study is an extension of Chandler Road from SH 95 to FM 619. Funding source P294.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

RFQ Package

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 10:54 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:47 PM |
| Form Started By: Thomas Skiles | | Started On: 11/14/2018 08:19 AM |
| Final Approval Date: 11/15/2018 | | |

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

# WILLIAMSON COUNTY PURCHASING DEPARTMENT

# SOLICITATION

## Transportation Corridor Development - Chandler Road Ext

**QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:**
**Jan 4, 2019 3:30:00 PM CST**
**QUALIFICATIONS WILL BE PUBLICLY OPENED:**
**Jan 4, 2019 3:30:00 PM CST**

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

**Williamson County prefers and requests electronic submittal of the Qualifications.**

**All electronic Qualifications must be submitted via:** www.bidsync.com

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

**Respondents are strongly encouraged to carefully read this entire RFQ.**

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

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

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

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

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

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

# Bid 1811-274
# Transportation Corridor Development - Chandler Road Ext

| | |
|---|---|
| Bid Number | 1811-274 |
| Bid Title | Transportation Corridor Development - Chandler Road Ext |
| Bid Start Date | In Held |
| Bid End Date | Jan 4, 2019 3:30:00 PM CST |
| Question & Answer End Date | Dec 28, 2018 5:00:00 PM CST |
| Bid Contact | Blake Skiles<br>Senior Purchasing Specialist<br>512-**943**-1478<br>blake.skiles@wilco.org |
| Contract Duration | **One Time Purchase** |
| Contract Renewal | Not Applicable |
| Prices Good for | **Not Applicable** |
| Bid Comments | **Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a Transportation Corridor. The area of study is an extension of Chandler Road from SH 95 to FM 619.** |

**Item Response Form**

| | |
|---|---|
| Item | **1811-274--01-01 -** Please Attach All Documents To This Line |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Please Attach All Documents To This Line

**REQUEST FOR QUALIFICATIONS (RFQ)**

**PROJECT DESCRIPTION**

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a Transportation Corridor. The area of study is an extension of Chandler Road from SH 95 to FM 619. Funding source is 2013 Road Bonds (P294).

**TECHNICAL EXPERTISE**

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

**SCOPE OF SERVICES**

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost for a controlled access transportation corridor. The corridor may be selected to proceed immediately to full environmental clearance, final design and right of way acquisition. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance, public involvement and utility coordination will not be required on this contract.

The transportation corridor included in this solicitation is Chandler Road Extension from SH 95 to FM 619 (Portion of Corridor B2). A map of the corridor is enclosed.

**EVALUATION CRITERIA**

Each Statement of Qualification (SOQ) received in response to this RFQ will be subject to the same review and assessment process. SOQs will be evaluated based on the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. Below is an estimated outline of how the respondents will be evaluated. This is subject to modification based upon the actual proposal criteria.

**PASS/FAIL CRITERIA**

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

**EVALUATION CRITERIA**

| Evaluation Criteria | Maximum Score Points |
|---|---|
| Project Manager's Experience/Qualifications with Similar Projects | 20 |
| Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning | 15 |
| Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design | 15 |
| Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas | 15 |
| Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects | 15 |
| Understanding of project and previous performance with Williamson County | 20 |
| Availability of Project Manager, task leads and relevant staff | 15 |
| **TOTAL EVALUATION POINTS** | **115** |

NOTE: Please ensure your response fully addresses each criterion listed above within your SOQ.

**SELECTION PROCESS**

Respondents are advised that the evaluation committee members, at their option, may recommend a contract strictly based on the initial SOQs and/or may have interviews with some or all of the respondents to determine the overall most qualified firm for final recommendation. SOQs shall be evaluated and scored by a committee of Williamson County employees using the Evaluation Criteria enclosed.

If interviews are held, during the interview, invited respondents shall address the included interview evaluation criteria listed in the request for qualifications and respond to questions from the evaluation and scoring committee.

**COMPENSATION INFORMATION & FEES**

The top-ranking respondent for the project, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

**STATEMENT OF QUALIFICATIONS FORMAT**

The SOQ shall be structured as defined below:

1. Page one: One (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. To address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: One (1) single sided page organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: One (1) single sided page providing information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in February of 2019.
4. Page four: One (1) single sided page providing information regarding the project manager's and key staff's experience, knowledge, skills and abilities as they relate to corridor development projects.
5. Page five: One (1) single sided page providing information regarding your understanding of the corridor.
6. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on, but the activities performed by the individual on the project. Resumes not providing correct information may be considered non-responsive.** Limit each individual resume to no more than four (4) single sided pages.
7. Appendix B: Debarment and Licensing Certificate
8. Appendix C: Conflict of Interest Questionnaire
9. Appendix D: Proposal References Form

NOTE: If filing electronically via BidSync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

A Cover Page and Table of Contents are not required. Minimum font size of 12 is permissible for text. Font size smaller than font size of 12 is permissible on Page two.

If hard copies are submitted, submit one (1) individually bound original of the respondent's/team's response, and one PDF file of the complete SOQ on USB flash drive.

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Qualifications (RFQ) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to **Williamson County Purchasing Department, Attn: Blake Skiles, Senior Purchasing Specialist, 512-943-1478. Include the RFQ number and the description of the project.** All SOQs must be received in the Williamson County

Purchasing Department located at 901 South Austin Avenue, Georgetown, Texas 78626 or electronically through http://www.bidsync.com **no later than 3:30PM on Friday, January 4, 2019.**

**TYPE OF CONTRACT**

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County BidSync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

**QUESTIONS CONCERNING THIS RFQ**

All questions concerning this RFQ must be input into http://www.bidsync.com. For further assistance, all communications shall be directed to Kerstin Hancock, at khancock@wilco.org. Please reference the RFQ number on the email subject line. Once the RFQ is released, no communications regarding this RFQ are permitted with any County Personnel other than those of Williamson County Purchasing Department.

Questions will be accepted until **5:00PM on Friday, December 28, 2018** via BidSync.

**LATE SUBMISSIONS**

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, or other transmitted methods. The qualifications must be time stamp prior to the closing deadline to qualify.

**RESPONDENT'S ACCEPTANCE**

By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

**TEXAS PUBLIC INFORMATION ACT**

Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

**COMMITMENT**

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals that has been clearly identified as such by the respondents.




**Roadway:** Chandler Road Extension
**Limits Phase 1:** From SH 95 to FM 619
**Proposed Improvements:** Preliminary design, environmental investigation, and right-of-way acquisition

Proposed Project
River/Stream
Precinct Boundary
Park
City

0 1,000 2,000 4,000 Feet

1:24,000
1 inch = 2,000 feet

N W E S

Path: \\ausw00jobs\161272_WilcoDesign\PlanGEC\Techprod\GIS\MXD\EXHIBIT\Projects_Individual\Chandler_Road\P4_Chandler_Rd_Ext_Update_20181107.mxd Date Saved: 11/8/2018



FM 1331
CR 414
CR 410
95
CR 374
CR 365
CR 409
FM 619
CR 413
CR 408
CHANDLER
Precinct 4
619
CR 411
EAST WILLIAMSON COUNTY PARK
CR 366
CR 367
CARLOS G PARKER
TAYLOR
CR 412
NORTH DRIVE PARK
NORTH BULL BRANCH
BULL BRANCH PARK

## ROAD BOND PROJECT - CHANDLER ROAD EXTENSION

WILLIAMSON COUNTY

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** _____ **("Engineer")**
**ADDRESS:** _____, _____ _____
**PROJECT:** _____ **("Project")**

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is _____ **Dollars ($_____)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_____
_____
_____
_____, _____ _____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County’s sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   901 S Austin Ave
   Georgetown, Texas 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

| | |
|---|---|
| With copy to: | Prime Strategies, Inc.<br>1508 South Lamar Blvd.<br>Austin, Texas 78704<br>Attn: Michael Weaver |
| and to: | HNTB<br>101 East Old Settlers Boulevard, Suite 100<br>Round Rock, TX 78664<br>Attn: Richard Ridings, P.E. |
| and to: | Office of General Counsel<br>Williamson County<br>710 Main Street, Suite 102<br>Georgetown, Texas 78626 |

**Engineer:** _____
_____
_____
_____, _____ _____

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

**1.** withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
**2.** cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

**ENGINEER**

_____

By_____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

**STATE OF TEXAS §**
**§**
**COUNTY OF WILLIAMSON §**

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# EXHIBIT B

## ENGINEERING SERVICES

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| [Insert Company Name HERE] | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

# EXHIBIT E

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

**2. Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

**3. Meals**

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

**5. Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# EXHIBIT F

## CERTIFICATES OF INSURANCE

## ATTACHED BEHIND THIS PAGE

# DEBARMENT AND LICENSING CERTIFICATION

**STATE OF TEXAS §**
**§**
**COUNTY OF WILLIAMSON §**

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named hereinbelow and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
(e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said Firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

# CONFLICT OF INTEREST QUESTIONNAIRE

## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a)**: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

# Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

## Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

# Question and Answers for Bid #1811-274 - Transportation Corridor Development - Chandler Road Ext

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

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 11/20/2018

Advertisement Approval RFQ 1811-273 Utility Coordination

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed statements of qualifications for Utility Coordination under RFQ #1811-273.

**Background**

Williamson County is soliciting qualifications of engineering firms interested in providing utility coordination and utility engineering services to Williamson County for roads, bridges, and other projects throughout the County.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

RFQ Package

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 10:57 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:47 PM |
| Form Started By: Thomas Skiles | | Started On: 11/14/2018 08:30 AM |
| Final Approval Date: 11/15/2018 | | |

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

# WILLIAMSON COUNTY PURCHASING DEPARTMENT

# SOLICITATION

## Utility Coordination

**QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:**
**Jan 4, 2019 3:00:00 PM CST**
**QUALIFICATIONS WILL BE PUBLICLY OPENED:**
**Jan 4, 2019 3:00:00 PM CST**

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

**Williamson County prefers and requests electronic submittal of the Qualifications.**

**All electronic Qualifications must be submitted via:** www.bidsync.com

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

**Respondents are strongly encouraged to carefully read this entire RFQ.**

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

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

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

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

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

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

# Bid 1811-273
# Utility Coordination

| | |
|---|---|
| Bid Number | 1811-273 |
| Bid Title | Utility Coordination |
| Bid Start Date | In Held |
| Bid End Date | Jan 4, 2019 3:00:00 PM CST |
| Question & Answer End Date | Dec 28, 2018 5:00:00 PM CST |
| Bid Contact | Blake Skiles<br>Senior Purchasing Specialist<br>512-943-1478<br>blake.skiles@wilco.org |
| Contract Duration | **One Time Purchase** |
| Contract Renewal | Not Applicable |
| Prices Good for | **Not Applicable** |
| Bid Comments | **Williamson County is soliciting qualifications of engineering firms interested in providing utility coordination and utility engineering services to Williamson County for roads, bridges, and other projects throughout the County.** |

**Item Response Form**

| | |
|---|---|
| Item | **1811-273--01-01 -** Please Attach All Documents To This Line |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Please Attach All Documents To This Line

**REQUEST FOR QUALIFICATIONS (RFQ)**

**PROJECT DESCRIPTION**

Williamson County is soliciting qualifications of engineering firms interested in providing utility coordination and utility engineering services to Williamson County for roads, bridges, and other projects throughout the County.

**TECHNICAL EXPERTISE**

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

**SCOPE OF SERVICES**

Professional utility coordination and engineering services include but are not limited to: the identification of utilities, locating utilities, evaluation of potential utility conflicts, coordinating the relocation of utilities and the design of utilities to be relocated.

Coordination with the following utility companies is anticipated:

- Oncor Electric Delivery
- Pedernales Electric Cooperative, Inc.
- LCRA
- Bartlett Electric Cooperative
- AT&T
- Spectrum
- Frontier Communications
- Grande Communications
- Level 3 Communications
- MCI, Inc.
- FiberLight
- Suddenlink
- CenturyLink
- Windstream
- Atmos Energy
- Enterprise Products
- Texas Gas Services
- Austin Energy
- Austin Water Utility
- City of Round Rock
- Georgetown Utilities Systems
- City of Liberty Hill
- Aqua America Texas
- Jonah Water Special Utility District
- Brushy Creek Municipal Utility District
- Brushy Creek Regional Wastewater System
- Fern Bluff Municipal Utility District
- Jarrell Schwertner Water Supply Corporation

- Brazos River Authority

It is anticipated that the Utility Coordinator may have a combination of assignments with assignments either dedicated to clearing utilities on a specific program, a specific project, or on-call coordination to address a specific conflict or types of conflicts.

**EVALUATION CRITERIA**

Each Statement of Qualification (SOQ) received in response to this RFQ will be subject to the same review and assessment process. SOQs will be evaluated based on the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. Below is an estimated outline of how the respondents will be evaluated. This is subject to modification based upon the actual proposal criteria.

**PASS/FAIL CRITERIA**

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

**EVALUATION CRITERIA**

| **Evaluation Criteria** | **Maximum Score Points** | **Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted) |
|---|---|---|
| Project Manager's Experience/Qualifications with Utility Coordination | 30 | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Individuals on Project Team's Experience/Qualifications with Utility Coordination | 30 | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12= Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Individuals on Project Team's Experience/Qualifications with Utility Design | 30 | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18= Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Availability of Project Manager, task leads and relevant staff | 15 | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |

| | | |
|---|---|---|
| Understanding of Project | 15 | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| **Total Evaluation Points** | **120** | |

NOTE: Please ensure your response fully addresses each criterion listed above within your SOQ.

**SELECTION PROCESS**

Respondents are advised that the evaluation committee members, at their option, may recommend a contract strictly based on the initial SOQs and/or may have interviews with some or all of the respondents to determine the overall most qualified firm for final recommendation. SOQs shall be evaluated and scored by a committee of Williamson County employees using the Evaluation Criteria enclosed.

If interviews are held, during the interview, invited respondents shall address the included interview evaluation criteria listed in the request for qualifications and respond to questions from the evaluation and scoring committee.

**COMPENSATION INFORMATION & FEES**

The top-ranking respondent for the project, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

**STATEMENT OF QUALIFICATIONS FORMAT**

The SOQ shall be structured as defined below:

1. Page one: One (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. To address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: One (1) single sided page organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: One (1) single sided page providing information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in February of 2019.
4. Page four: One (1) single sided page providing information regarding the project manager's and key staff's experience, knowledge, skills and abilities as they relate to utility coordination services.

5. Page five and six: Two (2) single sided pages providing information regarding the key project staff's experience, knowledge, skills, and abilities as they relate to utility coordination and utility engineering services.
6. Page seven: One (1) single sided page providing information regarding your understanding of proposed work.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on, but the activities performed by the individual on the project. Resumes not providing correct information may be considered non-responsive.** Limit each individual resume to no more than four (4) single sided pages.
8. Appendix B: Debarment and Licensing Certificate
9. Appendix C: Conflict of Interest Questionnaire
10. Appendix D: Proposal References Form

NOTE: If filing electronically via BidSync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

A Cover Page and Table of Contents are not required. Minimum font size of 12 is permissible for text. Font size smaller than font size of 12 is permissible on Page two.

If hard copies are submitted, submit one (1) individually bound original of the respondent's/team's response, and one PDF file of the complete SOQ on USB flash drive.

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Qualifications (RFQ) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to **Williamson County Purchasing Department, Attn: Blake Skiles, Senior Purchasing Specialist, 512-943-1478. Include the RFQ number and the description of the project.** All SOQs must be received in the Williamson County Purchasing Department located at 901 South Austin Avenue, Georgetown, Texas 78626 or electronically through http://www.bidsync.com **no later than 3:00PM on Friday, January 4, 2019.**

**TYPE OF CONTRACT**

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County BidSync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and

parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

**QUESTIONS CONCERNING THIS RFQ**

All questions concerning this RFQ must be input into http://www.bidsync.com. For further assistance, all communications shall be directed to Kerstin Hancock, at khancock@wilco.org. Please reference the RFQ number on the email subject line. Once the RFQ is released, no communications regarding this RFQ are permitted with any County Personnel other than those of Williamson County Purchasing Department.

Questions will be accepted until **5:00PM on Friday, December 28, 2018** via BidSync.

**LATE SUBMISSIONS**

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, or other transmitted methods. The qualifications must be time stamp prior to the closing deadline to qualify.

**RESPONDENT'S ACCEPTANCE**

By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

**TEXAS PUBLIC INFORMATION ACT**

Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

**COMMITMENT**

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals that has been clearly identified as such by the respondents.

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** _____ **("Engineer")**
**ADDRESS:** _____, _____ _____
**PROJECT:** _____ **("Project")**

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is _____ **Dollars ($_____)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

## ARTICLE 9
## PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_____
_____
_____
_____, _____ _____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**County:** Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

| | |
|---|---|
| With copy to: | Prime Strategies, Inc.<br>1508 South Lamar Blvd.<br>Austin, Texas 78704<br>Attn: Michael Weaver |
| and to: | HNTB<br>101 East Old Settlers Boulevard, Suite 100<br>Round Rock, TX 78664<br>Attn: Richard Ridings, P.E. |
| and to: | Office of General Counsel<br>Williamson County<br>710 Main Street, Suite 102<br>Georgetown, Texas 78626 |

**Engineer:** _____
_____
_____
_____, _____ _____

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

**1.** withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
**2.** cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

**ENGINEER**

_____

By_____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

**STATE OF TEXAS §**
**§**
**COUNTY OF WILLIAMSON §**

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# EXHIBIT B

## ENGINEERING SERVICES

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| [Insert Company Name HERE] | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## EXHIBIT E

# Williamson County
# Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

**2. Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

**3. Meals**

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

**5. Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

**9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

**10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# EXHIBIT F

## CERTIFICATES OF INSURANCE

## ATTACHED BEHIND THIS PAGE

## DEBARMENT AND LICENSING CERTIFICATION

**STATE OF TEXAS §**
**§**
**COUNTY OF WILLIAMSON §**

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named hereinbelow and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
(e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said Firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# 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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

# Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

## Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

# Question and Answers for Bid #1811-273 - Utility Coordination

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

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 11/20/2018

Amarillo Junior College Training Agreements

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the agreements between Williamson County and the Amarillo Junior College District to provide technical training to the Williamson County Road & Bridge Division in the amount of $33,600.00 and authorizing execution of the agreements.

### Background

Each agreement fee is for up to four (4) students to attend the class specified in the agreements. Training will occur at different times throughout FY19 as specified in the agreements. Funding source is 01.0200.0210.004232 and was approved in the FY19 budget.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Agreements

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 08:58 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 09:36 AM |
| Form Started By: Thomas Skiles | | Started On: 11/14/2018 09:03 AM |
| Final Approval Date: 11/15/2018 | | |

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190002 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

December 19 to December 20, 2018

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 11-6-2018

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190001 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College"**, and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

December 17 to December 18, 2018

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 11-6-2018

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190003 Basic Maintainer Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Basic Maintainer Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Basic Maintainer Operator training on or about the following schedule:

January 14 to January 17, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By:_____

Date: 11-6-2018

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190004 Advanced Maintainer Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Advanced Maintainer Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Advanced Maintainer Operator training on or about the following schedule:

January 28 to January 31, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By: _____

Date: _____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: _____

Date: 11-6-2018

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190005 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

February 11 to February 12, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

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6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

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7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190005 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By:_____

Date: 11-6-2015

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190006 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Loader/Dump Truck Operator training on or about the following schedule:

February 13 to February 14, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $2400.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190006 Loader/Dump Truck Operator |
|---|---|---|

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By:_____

Date: 11-6-2018

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190007 Backhoe Operator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Backhoe Operator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Backhoe Operator training on or about the following schedule:

February 25 to February 28, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SL

Date: 11-6-2018

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190008 Telescopic Hydraulic Excavator |
|---|---|---|

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College"**, and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Telescopic Hydraulic Excavator class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Telescopic Hydraulic Excavator training on or about the following schedule:

March 11 to March 14, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By: SS

Date: 11-6-2018

Amarillo College

**Technical Education Division**

**Williamson County Training Agreement**
#190009
Asphalt Distributor

**AGREEMENT with Amarillo Junior College District**
**Through the Technical Education Division**
**PO Box 447 Amarillo, TX 79178-0001**

**November 2, 2018**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College",** and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as **"Client"** enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide one (1) 32 hour Asphalt Distributor class for certain employees of the **Client** as provided in this agreement:

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the Asphalt Distributor training on or about the following schedule:

March 25 to March 29, 2019

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for this training (including travel) is $4800.00. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities/Equipment:** The training will be conducted at facilities of the **Client**. Telescopic Hydraulic Excavators provided by the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

7.1 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

| Amarillo College | Technical Education Division | Williamson County Training Agreement #190009 Asphalt Distributor |
|---|---|---|

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **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 **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Steve Smith
VP Business Affairs
Amarillo College

By:_____

Date: 11-6-2018

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 11/20/2018

Approving Change Order No 1 to 15RFP108

**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 Change Order No. 1 to Contract No. 15RFP108 between Williamson County and Infax, Inc. in the amount of $20,610.00 for new hardware and to relocate existing docketing software for Justice of the Peace Pct. 3 and authorizing execution of the change order.

### Background

This change order is to have the current Infax docketing software moved to the new office of the Justice of the Peace, PCT 3. Their existing monitors and controllers are out of warranty and will be replaced as well. Point of contact is DeAnna Saucedo. Funding source P325.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Change Order

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 10:59 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:47 PM |
| Form Started By: Thomas Skiles | | Started On: 11/15/2018 08:10 AM |
| Final Approval Date: 11/15/2018 | | |

Infax

PRICE QUOTATION

November 9, 2018

Ms. DeAnna Saucedo
Williamson County
Justice Technology Manager
151 Wilco Way
GeorgeTown, TX 78626

Project Manager: Celso Rodriguez

Quote Number: TXWC4550

| | QTY | DESCRIPTION | LINE TOTAL |
|---|---|---|---|
| **INFAX SOFTWARE** | | | |
| | 1 | Software configuration services to transfer over existing licenses | $ 3,960.00 |
| **INFAX HARDWARE** | | | |
| | 4 | Infax Digital Display Controllers | $ 3,084.00 |
| | 2 | 32" Commercial Grade Monitors | $ 1,198.00 |
| | 2 | 43" Commercial Grade Monitors | $ 1,532.00 |
| | 4 | Commercial Grade Monitor Wall Mount for 32" and 43" monitors | $ 288.00 |
| | 4 | 3 ft. HDMI Cables | $ 24.00 |
| **INFAX SERVICES** | | | |
| | 1 | Project Management Services | $1,850.00 |
| | 1 | Freight and insurance to jobsite | $ 325.00 |
| | 1 | On-site Installation services | $ 6,049.00 |
| | 1 | 1 Year Basic System Support | $ 2,300.00 |
| | | **TOTAL PRICING** | **$ 20,610.00** |

**Project mentioned above is addition to the existing contract with Williamson County and is incorporated with said contract (15RFP108).**

Infax

PRICE QUOTATION

**Terms & Conditions:**

- Quotation valid for 30 days
- Quotation is subject to change based on any modifications to the scope of work
- Payment terms Net 30 days from shipment
- Hardware, software, install to be invoiced as shipped or provided

**Exclusions:**
Sales Tax

---

IN WITNESS WHEREOF, County and Service Provider have duly executed this Change Order to Contract 15RFP108 to be effective as of the date of the last party's execution below.

COUNTY:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

SERVICE PROVIDER:

Infax, Inc.

By: _____

Printed Name: David C. Mitchell

Representative Capacity: C.F.O

Date: 11/12/18 _____, 20 18

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 11/20/2018

Dish Re-Align Granger-Thrall

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving a service agreement between Williamson County and Randal's Tower Tech, Inc. for Dish Re-align for Granger and Thrall in the amount of $2,160 and authorizing execution of agreement.

**Background**

This Dish re-alignment is for the Granger and Thrall sites. Funding source: 01.0507.00507.004543.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Randa's agreement and quote

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 11:00 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:47 PM |
| Form Started By: Kerstin Hancock | | Started On: 11/15/2018 08:15 AM |
| Final Approval Date: 11/15/2018 | | |

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

# COUNTY SERVICES CONTRACT FOR TOWER SERVICES (Dish Re-align Granger/Thrall)

**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 **$2,160.00** 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 4, 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 4, 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:
Rapid Pals Tow & Tech, Inc.
L Renee Danner
Authorized Signature

Date: November 14, 2018

Exhibit "A" (Proposal/Statement of Work, dated September 4, 2018)

RANDAL'S TOWER TECH, INC.

P. O. Box 513
Little River, TX 76554

# Estimate

| Date | Estimate No. |
|---|---|
| 9/4/2018 | 161434 |

Name/Address

Williamson County
3171 SE Inner Loop
Georgetown, TX 78626

| PO Number | Payment Method | Job |
|---|---|---|
| | Net 30 | Granger to Thrall |

| Description | Qty | Rate | Total |
|---|---|---|---|
| Re-align dish between Granger and Thrall | | 2,160.00 | 2,160.00 |
| Out-of-state sale, exempt from sales tax | | 0.00% | 0.00 |
| | | **Total** | $2,160.00 |

Accepted by: _____

Thank you for your business!

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 11/20/2018

Network component and licenses

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase of network equipment from Presidio Network Solutions Group, LLC, in the amount of $125,500.96, per quote #2003118810957-08, pursuant to DIR contract # DIR-TSO-4167.

**Background**

This is the networking equipment for the new Precinct 3 Annex building to both connect the client machines/equipment together and connect the building to the County network. Funding source: P325.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Presidio quote

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Randy Barker | 11/15/2018 11:09 AM |
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 12:47 PM |
| Form Started By: Kerstin Hancock | | Started On: 11/15/2018 08:39 AM |
| Final Approval Date: 11/15/2018 | | |

PRESIDIO

**QUOTE:** 2003118810957-08
DATE: 11/14/2018
PAGE: 1 of 5

**TO:**
Williamson County
Thomas Gillespie
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

thomas.gillespie@wilco.org
(p) 512-943-1465

**FROM:**
Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512.961.3958

**Customer#:** WILLI035
**Account Manager:** Brett Marlier
**Inside Sales Rep:** Greg Hubbard
**Title:** GT Annex

**Contract Vehicle:** Texas DIR-TSO-4167 Cisco

| # | Part # | Description | Unit Price | Qty | Ext Price |
|---|---|---|---|---|---|
| **Meraki Wireless** | | | | | |
| | **MR52-HW** | | | | |
| 1 | MR52-HW | Meraki MR52 Cloud Managed AP | $811.42 | 18 | $14,605.56 |
| | | | | **Total:** | **$14,605.56** |
| | **LIC-ENT-3YR** | | | | |
| 2 | LIC-ENT-3YR | Meraki MR Enterprise License, 3YR | $174.00 | 18 | $3,132.00 |
| | | | | **Total:** | **$3,132.00** |
| | **MR84-HW** | | | | |
| 3 | MR84-HW | Meraki MR84 Cloud Managed AP | $1,391.42 | 2 | $2,782.84 |
| | | | | **Total:** | **$2,782.84** |
| | **LIC-ENT-3YR** | | | | |
| 4 | LIC-ENT-3YR | Meraki MR Enterprise License, 3YR | $174.00 | 2 | $348.00 |
| | | | | **Total:** | **$348.00** |
| | **MA-ANT-20** | | | | |
| 5 | MA-ANT-20 | Meraki Dual-band Omni Antennas | $115.42 | 3 | $346.26 |
| | | | | **Total:** | **$346.26** |
| | | | **Total (Meraki Wireless):** | | **$21,214.66** |
| **Cisco Switches** | | | | | |
| | **WS-C2960X-48FPD-L** | | | | |
| 6 | WS-C2960X-48FPD-L | Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base | $1,911.30 | 10 | $19,113.00 |
| 7 | CAB-AC15A-90L-USA | 15A AC Pwr Cord, right-angle (United States) (bundle option) | $0.00 | 10 | $0.00 |
| 8 | C2960X-STACK | Catalyst 2960-X FlexStack Plus Stacking Module | $274.85 | 10 | $2,748.50 |
| 9 | CAB-STK-E-0.5M | Cisco FlexStack 50cm stacking cable | $0.00 | 10 | $0.00 |
| 10 | CON-SNT-WSC296XL | SNTC-8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10 | $1,239.84 | 10 for 36 mo(s) | $12,398.40 |
| | | | | **Total:** | **$34,259.90** |
| | **CAB-STK-E-3M=** | | | | |
| 11 | CAB-STK-E-3M= | Cisco Bladeswitch 3M stack cable | $182.70 | 4 | $730.80 |
| | | | | **Total:** | **$730.80** |
| | **C1-C4500X-16SFP+** | | | | |
| 12 | C1-C4500X-16SFP+ | Cisco ONE Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back | $10,718.40 | 2 | $21,436.80 |

| | | | | | |
|---|---|---|---|---|---|
| 13 | C4KX-PWR-750AC-R/2 | Catalyst 4500X 750W AC front to back cooling 2nd PWR supply | $1,218.00 | 2 | $2,436.00 |
| 14 | C4KX-PWR-750AC-R | Catalyst 4500X 750W AC front to back cooling power supply | $1,218.00 | 2 | $2,436.00 |
| 15 | CAB-C15-CBN | Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors | $0.00 | 4 | $0.00 |
| 16 | S45XUK9-39E | CAT4500-X Universal Crypto Image | $0.00 | 2 | $0.00 |
| 17 | CAB-CON-C4K-RJ45 | Console Cable 6ft with RJ-45-to-RJ-45 | $0.00 | 2 | $0.00 |
| 18 | SD-X45-2GB-E | Catalyst 4500 2GB SD Memory Card | $304.50 | 2 | $609.00 |
| 19 | USB-X45-4GB-E | Catalyst 4500 4GB USB device for Sup7-E | $304.50 | 2 | $609.00 |
| 20 | C1FAPCAT4500X | Cisco ONE Foundation Perpetual Cat4500X Std | $426.30 | 2 | $852.60 |
| 21 | CON-ECMU-C1FA4500X | SWSS UPGRADES C1 Foundation Perpetual Cat4500X Std | $93.48 | 2 for 36 mo(s) | $186.96 |
| 22 | C1-PI-LFAS-4K6K-K9 | Cisco ONE PI Device License for LF & AS for Cat 4k, 6k | $0.00 | 2 | $0.00 |
| 23 | C1-ISE-BASE-CAT4K | Cisco ONE Identity Services Engine 150 EndPoint Base Lic | $0.00 | 2 | $0.00 |
| 24 | C1AAPCAT45001 | Cisco ONE Advanced Perpetual Cat4500X 16P and 24P Std | $2,679.60 | 2 | $5,359.20 |
| 25 | CON-ECMU-C1AAPCAT4 | SWSS UPGRADES Cisco ONE Advanced P | $1,476.00 | 2 for 36 mo(s) | $2,952.00 |
| 26 | C4500X-16P-ES-C1 | Cisco ONE Ent. Services license for 16P Catalyst 4500-X | $0.00 | 2 | $0.00 |
| 27 | C4KX-NM-8SFP+ | Catalyst 4500X 8 Port 10G Network Module | $5,359.20 | 2 | $10,718.40 |
| 28 | C1FAVCAT4500X-04 | Tracker PID v04 Fnd Perpetual CAT4500X - no delivery | $0.00 | 2 | $0.00 |
| 29 | CON-SNT-45X16SFP | SNTC-8X5XNBD C1 Cat 4500-X 16 Port 10G IP Base | $2,656.80 | 2 for 36 mo(s) | $5,313.60 |
| | | | | **Total:** | **$52,909.56** |
| | | | **Total (Cisco Switches):** | | **$87,900.26** |
| **Cisco Phones** | | | | | |
| **CP-7832-K9=** | | | | | |
| 30 | CP-7832-K9= | Cisco 7832 IP Conference Station | $577.10 | 1 | $577.10 |
| 31 | CON-SNT-CP7832K9 | SNTC-8X5XNBD Cisco 7832 IP Conference Station | $216.48 | 1 for 36 mo(s) | $216.48 |
| | | | | **Total:** | **$793.58** |
| **CP-8832-K9** | | | | | |
| 32 | CP-8832-K9 | Cisco 8832 in Charcoal with accessories for North America | $925.10 | 6 | $5,550.60 |
| 33 | CP-8832-POE | Cisco IP Conference Phone 8832 PoE Accessories for Worldwide | $72.50 | 6 | $435.00 |
| 34 | CON-SNT-CPK8832K | SNTC-8X5XNBD Cisco IP Conference Phone 8832 in Char | $216.48 | 6 for 36 mo(s) | $1,298.88 |
| | | | | **Total:** | **$7,284.48** |
| **CP-8832-MIC-WIRED=** | | | | | |
| 35 | CP-8832-MIC-WIRED= | Cisco 8832 Wired Microphones Kit for Worldwide | $261.00 | 2 | $522.00 |
| 36 | CON-SNT-CP8832MD | SNTC-8X5XNBD Cisco 8832 Wired Microphones Kit for Wor | $137.76 | 2 for 36 mo(s) | $275.52 |
| | | | | **Total:** | **$797.52** |
| **CP-8811-K9=** | | | | | |
| 37 | CP-8811-K9= | Cisco IP Phone 8811 Series | $258.10 | 10 | $2,581.00 |

| | | | | | |
|---|---|---|---|---|---|
| 38 | CON-SNT-CP8811K9 | SNTC-8X5XNBD Cisco IP Phone 8811 Series | $39.36 | 10<br>for 36 mo(s) | $393.60 |
| | | | | **Total:** | **$2,974.60** |
| **R-UCL-UCM-LIC-K9** | | | | | |
| 39 | R-UCL-UCM-LIC-K9 | Top Level SKU For 9.x/10.x User License - eDelivery | $0.00 | 1 | $0.00 |
| 40 | LIC-CUCM-11X-ENH-A | UC Manager-11.x Enhanced Single User License | $121.80 | 7 | $852.60 |
| 41 | CON-ECMU-LICXENHA | SWSS UPGRADES UC Manager-11.x Enhanced Single User-Und | $81.18 | 7<br>for 36 mo(s) | $568.26 |
| 42 | CUCM-VERS-11.5 | CUCM Software version 11.5 | $0.00 | 1 | $0.00 |
| 43 | EXPWY-VE-C-K9 | Cisco Expressway-C Server, Virtual Edition | $0.00 | 2 | $0.00 |
| 44 | LIC-EXP-E-PAK | Expressway Series, Expressway-E PAK | $0.00 | 1 | $0.00 |
| 45 | LIC-EXP-GW | Enable GW Feature (H323-SIP) | $0.00 | 4 | $0.00 |
| 46 | LIC-SW-EXP-K9 | License Key Software Encrypted | $0.00 | 4 | $0.00 |
| 47 | LIC-EXP-AN | Enable Advanced Networking Option | $0.00 | 2 | $0.00 |
| 48 | LIC-EXP-E | Enable Expressway-E Feature Set | $0.00 | 2 | $0.00 |
| 49 | UCM-PAK | UCMPAK | $0.00 | 1 | $0.00 |
| 50 | LIC-CUCM-11X-ENH | UC Manager Enhanced 11.x License | $0.00 | 7 | $0.00 |
| 51 | LIC-UC-ENC | UC Encryption License | $0.00 | 1 | $0.00 |
| 52 | EXPWY-VE-E-K9 | Cisco Expressway-E Server, Virtual Edition | $0.00 | 2 | $0.00 |
| 53 | LIC-EXP-DSK | Expressway Desktop Endpoint License | $0.00 | 7 | $0.00 |
| 54 | LIC-EXP-SERIES | Enable Expressway Series Feature Set | $0.00 | 4 | $0.00 |
| 55 | LIC-EXP-TURN | Enable TURN Relay Option | $0.00 | 2 | $0.00 |
| 56 | SW-EXP-8.X-K9 | Software Image for Expressway with Encryption, Version X8 | $0.00 | 1 | $0.00 |
| 57 | CON-ECMU-RUCLUCK9 | SWSS UPGRADES Top Level SKU For 9. | $0.00 | 1<br>for 36 mo(s) | $0.00 |
| | | | | **Total:** | **$1,420.86** |
| **CUWL-11X-K9** | | | | | |
| 58 | CUWL-11X-K9 | Unified Workspace Licensing v. 11.x | $0.00 | 1 | $0.00 |
| 59 | NEW-UWL-11X-S-SLED | New CUWL Std Edition 11.x Usr, SLED/Govt/Edu Only, 1 Usr | $188.50 | 10 | $1,885.00 |
| 60 | ADDON-UWL | Add-on for Existing CUWL Deployment | $0.00 | 1 | $0.00 |
| 61 | JABBER-DSK-K9-RTU | Jabber for Desktop Right to Use | $0.00 | 1 | $0.00 |
| 62 | UCM-11X-UWL-STD | UC Manager 11.x CUWL STD Users | $0.00 | 10 | $0.00 |
| 63 | VXME-USR | Cisco VXME Users | $0.00 | 1 | $0.00 |
| 64 | JAB-ADR-CLNT-UWL | Jabber for Android CUWL Only | $0.00 | 3 | $0.00 |
| 65 | JAB-IPH-CLNT-UWL | Jabber for iPhone CUWL Only | $0.00 | 4 | $0.00 |
| 66 | JAB-SDK-K9-RTU | Jabber Software Development Kit RTU | $0.00 | 1 | $0.00 |

| | | | | | |
|---|---|---|---|---|---|
| 67 | JABBER-DESKTOP | Jabber for Desktop for PC and Mac | $0.00 | 8 | $0.00 |
| 68 | JABBER-SDK | Jabber Software Development Kit | $0.00 | 1 | $0.00 |
| 69 | LIC-UC-ENC | UC Encryption License | $0.00 | 1 | $0.00 |
| 70 | VXME-USR-RTU | VXME Right to Use | $0.00 | 1 | $0.00 |
| 71 | JABBER-TABLET | Jabber for iPad and Android Tablet | $0.00 | 3 | $0.00 |
| 72 | UWL-11X-PAK | CUWL 11.x PAK | $0.00 | 1 | $0.00 |
| 73 | JAB-IPH-RTU | Jabber for iPhone Right to Use | $0.00 | 1 | $0.00 |
| 74 | UWL-11X-STD | CUWL Standard 11.x Users - Service Use Only | $0.00 | 10 | $0.00 |
| 75 | CON-ECMU-UWL11XS1 | SWSS UPGRADES CUWL Standard 11.x Users - Service Use O | $123.00 | 10 for 36 mo(s) | $1,230.00 |
| 76 | CUCILYNC-CLNT-UWL | Cisco Unified Comm Integration for Lync for CUWL only | $0.00 | 1 | $0.00 |
| 77 | JAB-ADR-RTU | Jabber for Android Right to Use | $0.00 | 1 | $0.00 |
| 78 | CIPC-UWL-RTU | CIPC UWL Right to Use Certificate | $0.00 | 1 | $0.00 |
| 79 | IPC8-CLIENT-UWL | IP Communicator 8.x for CUWL only | $0.00 | 1 | $0.00 |
| 80 | JABBER-TABLET-RTU | Jabber for Tablet Right to Use | $0.00 | 1 | $0.00 |
| 81 | LIC-EXP-DSK | Expressway Desktop Endpoint License | $0.00 | 10 | $0.00 |
| 82 | CUCILYNC-UWL-RTU | CUCILYNC UWL Right to Use Certificate | $0.00 | 1 | $0.00 |
| 83 | UCXN-11X-SC-PORTS | Unity Connection 11.x SpeechConnect Ports | $0.00 | 2 | $0.00 |
| 84 | UCXN-11X-UWL-STD | Unity Connection 11.x CUWL STD Users | $0.00 | 10 | $0.00 |
| 85 | UCAPPS-SW-11.X-K9 | Version 11.x Software Kit | $0.00 | 1 | $0.00 |
| 86 | CON-ECMU-CUW1LXK9 | SWSS UPGRADES Unified Workspace Licensing v. 11.x | $0.00 | 1 for 36 mo(s) | $0.00 |
| | | | | **Total:** | **$3,115.00** |
| | | | **Total (Cisco Phones):** | | **$16,386.04** |

| | | |
|---|---|---|
| | **Sub Total:** | **$125,500.96** |
| | **Grand Total:** | **$125,500.96** |

PRESIDIO™

**QUOTE:** 2003118810957-08

DATE: 11/14/2018



This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 11/20/2018

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. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Charlie Crossfield | | Started On: 11/15/2018 10:32 AM |
| Final Approval Date: 11/15/2018 | | |

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 11/20/2018

Executive Session

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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 #1

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/15/2018 10:45 AM |
| Form Started By: Charlie Crossfield | | Started On: 11/15/2018 10:31 AM |
| Final Approval Date: 11/15/2018 | | |