NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
June 11, 2019
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. 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.

3. 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 4 – 25)

4. Discuss, consider and take appropriate action on a line item transfer for the All District Courts budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004100	All Dist Cts/Prof Svcs	$30,000
To	0100-0435-004120	All Dist Cts/Competency Hrgs	$30,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	$2,705.28
From	0100-0581-004500	911 Comm/Maint Svcs	$6,763.20
To	0100-0581-004850	911 Comm/RCS Radio Fees	$9,468.48

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

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0882.0882.003301	Gasoline	$30,000.00
To	0882.0882.003524	Sublets	$30,000.00

7. Discuss, consider and take appropriate action on a line item transfer for PR Bond and Magistrate Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0476-001130	PR Bond/Merit	$976.90
From	0100-0476-002010	PR Bond/FICA	$74.73
From	0100-0476-002020	PR Bond/Retirement	$137.06
To	0100-8007-001130	PR Bond-Magistrate Merit	$976.90
To	0100-8007-002010	PR Bond-Magistrate FICA	$74.73
To	0100-8007-002020	PR Bond-Magistrate Retirement	$137.06

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	$31,616.67
To	0100.0576.000999	Transfer to Grant Fund	$31,616.67

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.004100	Professional Services	$90,000.00
To	0100.0503.005741	Computer Software > $5,000	$90,000.00

10. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Auction including four (4) Dell Optiplex computers and three (3) Dell Latitude laptops, pursuant to Tx. Local Gov't Code 263.152.

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

12. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 06/06/2019 for the Williamson County Tax Assessor/Collector.

13. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Property/Casualty & Worker's Compensation Insurance under RFP #1904-308.

14. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY19 under IFB #1906-324.

15. Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (A. Wright) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).

16. Discuss, consider and take appropriate action on approving the Temporary Staffing agreement between Labor Finders and Williamson County pursuant to Quote No. 21-4-2441 and authorizing the execution of the Agreement.

17. Discuss, consider and take appropriate action on approving the quote with Samsara to renew Fleet Tracking licenses in the amount of $21,600.00 per the terms of GSA contract #GS35F327GA and authorizing execution of the quote.

18. Discuss, consider and take appropriate action on awarding bids received for EMS Medical Supplies for Williamson County, IFB #1904-313, to the lowest and best bidders as noted on the attached bid tab.

19. Discuss, consider and take appropriate action on approving a Service Contract between Unified Power and Williamson County pursuant to Quote No.61821- Rev: 3 in the amount $4,000.00 and authorizing execution of the agreement.

20. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $31,000.00 to expire on May 15, 2020 under Williamson County Contract for Architectural and Engineering Services between Reliance Architecture, LLC and Williamson County dated January 30, 2019 for M11 Ambulance Station.

21. Discuss, consider and take appropriate action regarding a TCEQ Agent Authorization Form for the the Edwards Aquifer Protection Program associated with the CR 200 Project, a Road Bond project in Commissioner Pct. 2.
Project: P285 Funding Source: Road Bond

22. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 7 for on Call Professional Survey Services with Surveying and Mapping, LLC. Extending the expiration date to September 30, 2020 and to increase the maximum amount payable to $45,000.00.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No.1 to Work Authorization No.8 for Right of Way Survey and Parcel Maps for San Gabriel Ranch Road with Surveying And Mapping, LLC. This Supplemental is to deobligate the Work Authorization amount of $20,000 and to revise the termination date to June 11, 2019.

24. Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Northwest Phase 1 subdivision – Precinct 2.

25. Discuss, consider and take appropriate action on approval of the final plat for Commons at Rowe Lane Phase VI B subdivision – Precinct 4.

REGULAR AGENDA

26. Hear the Benefit Committee 2020 Employee Benefit Plan Recommendations as presented by the County's Employee Benefit Plan Consultants, Holmes Murphy and United Health Care.

27. Discuss, consider and take appropriate action regarding 2020 Employee Benefit Plan Year Changes and Employee/Employer Rate Contributions.

28. Discuss, consider and take appropriate action regarding the 2019 Inter Local Agreement between Williamson County Cities Health District and Williamson County to provide Influenza Vaccines.

29. Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS Share of the FY 18 Capital Area Trauma Advisory Council (CATRAC) Trauma Systems Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	$18334.85

30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003010	Computer Equipment	$2868.82
	0100.0540.003001	Small Equip & Tools < $5000	$702.35
	0100.0540.003002	Vehicle Equipment < $5000	$3730.00
	0100.0540.004232	Training, Conf., Seminars	$4868.00
	0100.0540.003005	Office Furniture < $5000	$5000.00
	0100.0540.003101	Educ Aids/Matls	$1165.68

31. Discuss, consider and take appropriate action on exempting Langford Community Development Services from the competitive bidding or proposal requirements established by Section 262.024.(a)(4) of the Texas Local Government Code, as a professional service to consult and assist with grant application(s) and authorizing execution of an agreement for said services.

32. Discuss, consider and take appropriate action on approving the agreement between Experian Information Solutions, Inc and Williamson County for Precise ID Services and authorizing execution of the documents.

33. Discuss, consider and take appropriate action on approving a lease agreement between Pitney Bowes and Williamson County for a console kit in the amount of $33.75 per month for sixty (60) months pursuant to Buyboard Contract #576-18, and authorizing execution of the lease agreement.

34. Discuss, consider and take appropriate action on approving the agreement between Thomson Reuters and Williamson County for Westlaw subscriptions pursuant to DIR Contract #DIR-LGL-CAIR-02 in the amount of $490.00 per month at a rate of $49.00 per user, and authorizing execution of the agreement.

35. Discuss, consider and take appropriate action on approving Change Order No. 002 to the Service Contract between Motorola and Williamson County originally approved in court on April 24, 2018 pursuant to HGAC contract #RA05-15 and authorize the purchase.

36. Discuss, consider and take appropriate action on Contract Amendment # 2 under Williamson County Contract for Engineering Services between Talex, Inc. and Williamson County dated February 26, 2015 for Williamson County Jail Renovations.

37. Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $90,000 to expire on May 31, 2020 under Williamson County Contract for Engineering Services between Talex, Inc. and Williamson County dated February 26, 2015 for Williamson County Jail Renovations.

38. Receive updates on the Department of Infrastructure projects and issues.

39. Discuss, consider and take appropriate action on authorizing the extension of Aggregate Contract 1704-156 with Vulcan Construction Materials, for the same terms and conditions as the existing contract, with the exception of price increase request from $47.14/ton to $48.89/ton due to increase in asphalt materials, production and transportation costs, subject to Commissioners Court approval.

40. Discuss, consider and take appropriate action regarding the Utility Agreement with Charter for utility relocation on the CR 176 at RM 2243 Project, a Road Bond project in Commissioner Pct. 3.
Project: P241 Funding Source: Road Bond

41. Discuss, consider and take appropriate action on policies as related to funding, compensation and budget.

42. Discuss, consider and take appropriate action on a policy change from funding new positions at the bottom of the grade to funding new positions at the mid-grade range.

43. Update on Conference of Urban Counties and Legislative Matters.

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)."

44. 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 SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 101
d) Discuss the acquisition of real property: CR 200
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for Hairy Man Rd.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for Southeast Corridor.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of property near the County landfill.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
c) Potential governmental uses for 8th Street downtown parking lot
d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
e) Discuss property usage at Longhorn Junction
f) Discuss sale of excess 183A right of way to abutting property owner.
g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
h) Discuss Blue Springs Boulevard
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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

45. 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) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion

46. 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) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
i) 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.
j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson County, Texas
k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
l) Potential opioid litigation
m) Valerie Adams - EEOC Charge No. 450-2018-03807
n) 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.
o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
p) BANGL Pipeline Project
q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
r) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
s) Claim of Dan A. Gattis for reimbursement of attorneys fees.
t) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).

47. 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).

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

REGULAR AGENDA (continued)

49. Discuss and take appropriate action concerning economic development.

50. Discuss and take appropriate action concerning real estate.

51. 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) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
g) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
h) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
i) 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.
j) Erik Olmeda vs. Williamson County and Keith LNU, In the County Court at Law No. 4 of Williamson

County, Texas
k) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
l) Potential opioid litigation
m) Valerie Adams - EEOC Charge No. 450-2018-03807
n) 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.
o) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
p) BANGL Pipeline Project
q) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
r) Case No. 1:19-cv-00200-APM; Mahal Netis v. Sunwest Mortgage Company et. al; In the United States District Court for the District of Columbia
s) Claim of Dan A. Gattis for reimbursement of attorneys fees.
t) Property damage claim of Anthony Garcia and Victoria Garcia (Sunset Meadows Subdivision).

52. 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.

53. Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Director of the Williamson County Veterans Services Department.

54. Comments from Commissioners.

_____
Bill Gravell, Jr., 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 7th day of June, 2019 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 06/11/2019

LIT for District Courts budget

Submitted For: B. Lambeth **Submitted By:** Marlys Tidrick, 425th District Court

Department: 425th District Court

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the All District Courts budget.

Background

Average monthly expense to 0100-0435-004100, for the first 6 months of the current FY, has been $12,474.00. We believe the increase in expenses is due to the increased number of cases involving parties with mental health issues. This line item is currently showing NSF's in the amount of approximately $5,500.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004100	All Dist Cts/Prof Svcs	$30,000
To	0100-0435-004120	All Dist Cts/Competency Hrgs	$30,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/30/2019 01:33 PM
Budget Office	Ashlie Koenig	05/30/2019 01:38 PM
Form Started By: Marlys Tidrick		Started On: 05/30/2019 12:35 PM
Final Approval Date: 05/30/2019		

Commissioners Court - Regular Session **5.**

Meeting Date: 06/11/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

A reconciliation/audit of the radio count was recently completed. It was found that there are additional radios assigned to the 911 Communications department that were not captured earlier. In order to cover the monthly fees associated with the additional radios, we are submitting this request and will adjust FY 20 budgets accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004998	911 Comm/Contingencies	$2,705.28
From	0100-0581-004500	911 Comm/Maint Svcs	$6,763.20
To	0100-0581-004850	911 Comm/RCS Radio Fees	$9,468.48

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/31/2019 08:18 AM
Form Started By: Ashlie Koenig		Started On: 05/30/2019 01:39 PM
Final Approval Date: 05/31/2019		

Commissioners Court - Regular Session **6.**

Meeting Date: 06/11/2019

06-11-2019 LIT

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

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Unforeseen major repairs have depleted our sublet funds earlier than anticipated this fiscal year. These funds are requested for continuity of Fleet operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$30,000.00
To	0882.0882.003524	Sublets	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/05/2019 09:57 AM
Budget Office	Ashlie Koenig	06/05/2019 10:25 AM
Form Started By: Edward Pospisil		Started On: 06/04/2019 04:22 PM
Final Approval Date: 06/05/2019		

Commissioners Court - Regular Session **7.**

Meeting Date: 06/11/2019

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for PR Bond and Magistrate Department.

Background

With new leadership in place, it has been requested to combine the merit in department 0476 (PR Bond) with the merit in department 0477 (Magistrate). This is much like the accounting practices for other department heads who supervise more than one general fund department. A new department code (8007) has been set up and will serve as a placeholder for the merit remaining in the PR Bond and Magistrate department to afford the same flexibility as extended to other departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0476-001130	PR Bond/Merit	$976.90
From	0100-0476-002010	PR Bond/FICA	$74.73
From	0100-0476-002020	PR Bond/Retirement	$137.06
To	0100-8007-001130	PR Bond-Magistrate Merit	$976.90
To	0100-8007-002010	PR Bond-Magistrate FICA	$74.73
To	0100-8007-002020	PR Bond-Magistrate Retirement	$137.06

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/05/2019 09:56 AM
Form Started By: Ashlie Koenig		Started On: 06/04/2019 04:26 PM
Final Approval Date: 06/05/2019		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/11/2019

LIT Juvenile TIDC Grant 6.11.19

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

On May 1, 2018, the Commissioners Court unanimously approved agenda item #31 to apply for a FY-2019 Discretionary Grant through the Texas Indigent Defense Commission (TIDC). The grant requires a cash match. The LIT is to fund the cash match for fiscal year 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	$31,616.67
To	0100.0576.000999	Transfer to Grant Fund	$31,616.67

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/05/2019 03:54 PM
Budget Office	Ashlie Koenig	06/05/2019 05:55 PM
Form Started By: Melanie Denny		Started On: 06/05/2019 12:28 PM
Final Approval Date: 06/05/2019		

Commissioners Court - Regular Session **9.**

Meeting Date: 06/11/2019

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

Submitted By: Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

Technology Services is requesting $90,000 be transferred from 004100 (security consulting) to 0005741 for application security.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.004100	Professional Services	$90,000.00
To	0100.0503.005741	Computer Software > $5,000	$90,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 10:50 AM
Budget Office	Ashlie Koenig	06/06/2019 12:13 PM
Form Started By: Tammy McCulley		Started On: 06/06/2019 09:45 AM
Final Approval Date: 06/06/2019		

Commissioners Court - Regular Session **10.**

Meeting Date: 06/11/2019

Asset Auction 6/11/19

Submitted For: Randy Barker **Submitted By:** Randy Barker, 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 four (4) Dell Optiplex computers and three (3) Dell Latitude laptops, 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

Asset Auction 6/11/19

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/06/2019 08:55 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 08:58 AM
Form Started By: Randy Barker		Started On: 06/05/2019 02:53 PM
Final Approval Date: 06/06/2019		

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)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 780 COMPUTER 5547	8LR2MN AS 8LR2MN1	1601	Working
[redacted]				

Parties involved:

FROM (Transferor Department): 0581 Emergency Communications

Transferor - Elected Official/Department Head/ Authorized Staff:

Carolyn Draper/ Trey Hewtty
Print Name

CRDraper 6/4/19
Signature Date

Contact Person:

Trey Hewtty
Print Name

+1 (512) 864-8234
Phone Number

RECEIVED
JUN - 4 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL TOWER OPTIPLEX 740	SERVICE TAG: 1KMJ9K1 EXPRESS SERVICE C	PROPERTY	Working
1	DELL TOWER OPTIPLEX 780	SERVICE TAG: CGBC5M1 EXPRESS SERVICE		Working

Parties involved:

FROM (Transferor Department): Williamson County Magistrates Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Alexandra M. Gauthier
Print Name

Signature Date

Contact Person:

Alexandra M. Gauthier
Print Name

+1 (512) 943-1377
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
MAY 31 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# A# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 7020	122307	JQSYD42	Working
1	DELL LATITUDE E6530	65534	76M78W1	Working
1	DELL LATITUDE E6400 ATG	49919	4NBM3K1	Non-Working
1	DELL LATITUDE E5410	55464	DNPVXM1	Working

Parties involved:

FROM (Transferor Department): FACILITIES

Transferor - Elected Official/Department Head/ Authorized Staff:

GINA WREHSNIG
Print Name

Signature — June 5, 2019 Date

Contact Person:

GINA WREHSNIG
Print Name

+1 (512) 943-1599
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

RECEIVED
JUN - 5 2019
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **11.**

Meeting Date: 06/11/2019

Compensation Items

Submitted By: Sharon Graham, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Merit Budget

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	06/06/2019 11:29 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:34 AM
Form Started By: Sharon Graham		Started On: 06/06/2019 11:22 AM
Final Approval Date: 06/06/2019		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Pay Proposal Reason	Earliest Effective Date of Change
HazMat	Assistant Fire Marshal.1811.001100.	14941	$78,999.96	$3,949.92	5.00	$82,949.88	MERIT	14-Jun-19

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0542	001100	3,949.92	
01	0100	0542	002010	302.17	
01	0100	0542	002020	554.17	
01	0100	8004	001130		3949.92
01	0100	8004	002010		302.17
01	0100	8004	002020		554.17

Organization	Position	Emp_ Num	Current Annual Sal	Annual Merit Amt	Periodic Merit%	Requested/New Annual Sal	PCN	Budget Amt	Merit	Adjusted Budget Amt
HazMat	Assistant Fire Marshal.1811.001100.	14941	78999.96	$ 3,949.92	4.999901266	82949.88	1811	79068.08	$ 3,949.92	$ 83,018.00

Department	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Justice of the Peace 1	0973	Vacant	N/A	N/A	$33,463.27	No change	N/A	N/A	Grade change: from B18 to B16 to be consistent with other like positions (Court Clerk II)	6/14/2019
County Auditor	0635	2611	$103,814.10	N/A	$103,814.13	No change	N/A	N/A	Title change: Correct title from Auditing Mgr to Internal Audit Director	6/14/2019
County Auditor	0640	5081	$109,047.38	N/A	$109,047.59	No change	N/A	N/A	Title change: Correct title from Financial Manager to Financial Director	6/14/2019

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **12.**

Meeting Date: 06/11/2019

Property Tax Refunds – Over 2500 – Thru 06/06/19

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 thru 06/06/2019 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

053119-060619 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:32 AM
Form Started By: Renee Clark		Started On: 06/06/2019 11:14 AM
Final Approval Date: 06/06/2019		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: June 6, 2019

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
053119-060619

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	06/06/2019	71106	LAN LUONG	R018736 - Overpayment	-6,000.00
Total Refunds Payable - Taxpayers					-6,000.00
TOTAL					**-6,000.00**

Commissioners Court - Regular Session **13.**

Meeting Date: 06/11/2019

RFP 1904-308 Property/Casualty & Worker's Compensation Insurance

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Property/Casualty & Worker's Compensation Insurance under RFP #1904-308.

Background

Williamson County is seeking insurance proposals for the following lines of coverage:
Property, Boiler, Crime, Inland Marine, General Liability, Law Enforcement Liability, Public Officials Liability, Auto Liability, Auto Physical Damage, Cyber Liability and Worker's Compensation Insurance. The County currently purchases all lines of coverage through the Texas of Association of Counties. McGriff, Seibels & Williams serves as Williamson County's Insurance/Risk Management Consultant. Department Contact: Heather Kirkwood, Funding Source: General Fund and Department Funds such as 02050, 04419, 04414, 04413, and 04412.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP 1904-308

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 03:01 PM
County Judge Exec Asst.	Andrea Schiele	06/05/2019 03:52 PM
Form Started By: Kerstin Hancock		Started On: 06/03/2019 11:01 AM
Final Approval Date: 06/05/2019		

Solicitation 1904-308

Property/Casualty & Worker's Compensation Insurance RFP

Bid Designation: Public

Williamson County, Texas

Bid 1904-308
Property/Casualty & Worker's Compensation Insurance RFP

Bid Number	1904-308
Bid Title	Property/Casualty & Worker's Compensation Insurance RFP
Bid Start Date	In Held
Bid End Date	Jul 15, 2019 3:00:00 PM CDT
Question & Answer End Date	Jul 9, 2019 5:00:00 PM CDT
Bid Contact	Kerstin N Hancock 512-**943**-1546 khancock@wilco.org
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**3 years**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Bid Comments	**Williamson County is seeking insurance proposals for the following lines of coverage: Property, Boiler, Crime, Inland Marine, General Liability, Law Enforcement Liability, Public Officials Liability, Auto Liability, Auto Physical Damage, Cyber Liability and Worker's Compensation Insurance. The County currently purchases all lines of coverage through the Texas of Association of Counties. McGriff, Seibels & Williams serves as Williamson County's Insurance/Risk Management Consultant. All proposals must be submitted through BidSync and should not be sent directly to the Consultant in which case they will be deemed unresponsive. Please note multiple carriers may be awarded for certain coverage items. The award schedule will be as follows:** **- Property, Inland Marine & Boiler** **- Crime** **- General Liability, Law Enforcement Liability & Public Officials Liability** **- Auto Liability & Auto Physical Damage** **- Cyber Liability** **- Workers Compensation**

Item Response Form

Item	**1904-308--01-01 -** Please attach all required 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 required documents to this line:
- completed Wilco Spec Appendix A
- completed Supplemental Questionnaire Appendix B which includes reference request
- Conflict of Interest Form
- RFP affidavit
- signed Form 1295
- sample contract/policies

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1904-308
Property/Casualty & Worker's Compensation Insurance RFP

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jul 15, 2019 3:00:00 PM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Jul 15, 2019 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

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

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  100 Wilco Way
  Suite P101
  Georgetown, TX 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

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

APPENDIX A

1. PROPOSAL SPECIFICATIONS

1.1 Commercial Insurance Application Information

INSURED: **Williamson County**

EFFECTIVE DATE: October 1, 2019

NATURE OF BUSINESS: County

ATTACHMENTS:
1 – Statement of Values
2 – Auto Schedule
3 – Loss Run Report
4 – County Budget
5 – Applications
6 – Payroll History
7 – Supplemental Questions

1.2 Scope

The purpose of this proposal is for Williamson County to acquire the following lines of insurance coverage:

Property/Equipment, Boiler & Machinery, General Liability, Cyber/Data Breach, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Crime & Workers Compensation.

1.3 General Information

Williamson County currently purchases all Property & Casualty Insurance through Texas Association of Counties. Quotations for all lines of coverage should be effective 10/1/2019 and expire on 10/1/2020.

This contract will be effective for three (3) years, with two renewal options for additional one-year periods (as listed below), at the County's option and with the acceptance of the awarded vendor(s).

Initial Term	October 1, 2019 through September 30, 2022
First Annual Renewal - Option	October 1, 2022 through September 30, 2023
Second Annual Renewal - Option	October 1, 2023 through September 30, 2024

1.4 Mandatory Requirements

1.4.1 Respondents must provide specimen policies including the endorsements that will be attached to the policy.

1.4.2 Respondents must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased individually.

1.4.3 The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail.

1.4.4 Carrier must acknowledge and confirm that all verbal or written correspondence with the County, regarding topics associated with these contracts, will be directed through the HR Risk Coordinator or the Sr Director of Human Resources after the award.

1.4.5 Agents must be licensed to conduct business in the State of Texas and provide a copy of the license.

1.4.6 Agents must provide a certificate evidencing $1,000,000 Per Occurrence for Errors and Omissions Insurance.

1.4.7 A.M. Best ratings must be provided for all standard insurance company quotes.

1.4.8. The Insurance carrier must complete Respondent's References on the designated form in the RFP package. This form must be filled out by the carrier supplying three Public Entity references.

1.4.9 The insurance carrier must provide three Texas Public Entity Property & Casualty client references with a population size of 500K or greater.

1.5 Specifications

Property

LIMITS:

	Limit Provided
Buildings & Personal Property	
Mobile Equipment	
Computer Hardware, Software & Media	
Extra Expense/Gross Earnings	
Law Enforcement Animals	

DEDUCTIBLES:

		Yes	**No**	**Differences/Explanation**
$ 25,000	All Perils, Except:			
$ 25,000	Earthquake			
$ 25,000	Wind & Hail			
$ 25,000	Flood			
48 Hours	Off Premises Power			
$ 1,000	Law Enforcement Animals			
$ 1,000	Mobile Equipment			

VALUATION & COINSURANCE:

		Yes	**No**	**Differences/Explanation**
Replacement Cost – Agreed Amount	Buildings & Contents			
Actual Loss Sustained – Agreed Amount	Loss of Income			

Property *(Continued)*

SUBLIMITS:

		Yes	No	Differences/Explanations
$ 10,000,000	Flood			
$ 10,000,000	Earthquake			
$ 2,000,000	Demolition & ICC			
$ 2,500,000	Newly Acquired Property – 90 Day			
$ 1,500,000	Extra Expense/Gross Earnings			
30 Days	30 Days of Ordinary Payroll			
$ 1,000,000 / 30 Days	Civil Authority			
$ 500,000	Off-Premises Service Interruption			
$ 250,000	Ingress/Egress – 30 Days			
$ 1,000,000	Emergency Vacating Expense			
$ 1,000,000 / 180 Days	Extended Period of Indemnity			
$ 500,000	Accounts Receivable			
$ 2,500,000	Unnamed Locations			
$ 2,500,000	Unintentional Errors & Omissions			
$ 500,000	Transit			
Less of 25% of Loss or $2,500,000	Debris Removal			
$ 500,000	Off Premises Power (48 Hour Interruption Including Transmission Lines, Distribution Lines & Sewer)			
$ 1,000,000	Unscheduled Personal Property			
$ 1,000,000	Pollution Cleanup/Removal			
$ 25,000	Loss Adjustment Expense			
$ 1,000,000	Unscheduled Contents & Equipment			
100,000	Arson, Theft & Vandalism Rewards			
Included	Backup of Sewers, Drains & Sumps			
Included	Computer Virus Extraction			
Included	Consequential Damage			
Included	Damage by Water, Other Liquid, Powder or Molten Material			
$ 1,000,000	Fine Arts			
$ 100,000	Fire Department Service Charge			
Included	Foundations & Underground Pass			
$ 100,000	Lock & Key Replacement			
Included	Outdoor Property			
$ 100,000	Outdoor Trees, Shrubs & Plants			
Included	Personal Property @ Unscheduled Locations			
Included	Preservation of Property (180 Days)			
$ 1,000,000	Valuable Papers & Records			
$ 2,500,000	Newly Acquired Property			
$ 1,000,000	Personal Property of Others			
$ 100,000	Professional Fees			
$ 500,000	Expediting Expenses			

		Yes	No	Differences/Explanations
$ 250,000	Pavements & Roadways			
$ 250,000	Installation Floater			
Included	Fungus, Mold or Mildew			
$ 100,000	Arson or Theft Reward			
$ 500,000	Tenants Legal Liability & Expense			
$ 2,500,000	Soft Costs			
$ 2,000,000	Unscheduled Outdoor Property			
$ 2,000,000	Unscheduled Turfs/Fields/Tracks			
$ 2,000,000	Wind-Driven Rain			
$ 1,000,000	Mold – Valuable Papers, Records & EDP Media			
$ 250,000	Airport Runways – Any One Location			
$ 1,000,000	Temporary Removal – for the Purpose of being Repaired or Serviced			
$ 250,000 / $ 1,500,000 Agg.	Any Watercraft, 27 Feet or Less in Length			

TERMS & CONDITIONS:

	Yes	No	Differences/Explanation
All Risks of Direct Physical Loss Coverage including Flood & Earthquake			
Blanket Real Property, Personal Property & Extra Expense			
Blanket Electronic Hardware, Software, Media & Extra Expense with Broaden EDP Perils			
Amend Notice of Cancellation to 90 Days, except 10 Days for Nonpayment of premium			
Flood Zone determination in effect at the 10/01/19 inception date of the policy will apply throughout the entire policy term. If a location does not have a flood zone at the inception date, the flood zone will be determined at time of loss.			
Terrorism Included?			

PREMIUM:

$25,000 Deductible _____
$50,000 Deductible _____

Boiler and Machinery

LIMITS:

		Yes	No	Differences/Explanation
$ 50,000,000	Limit			
$ 250,000	Expediting Expenses			
$ 250,000	Hazardous Substance			
$ 250,000	Ammonia Contamination			
$ 100,000	Water Damage			
Included	Business Income			
$ 250,000	Spoilage			

DEDUCTIBLES:

		Yes	No	Differences/Explanation
$ 25,000	Combined All Direct Coverages			
48 Hours	Business Income/Extra Expense			
48 Hours	Off Premises Service Interruption			

TERMS & CONDITIONS:

	Yes	No	Differences/Explanation
Comprehensive Equipment Coverage Including Production Machines			
Coverage Includes Accidental Breakdown of Heating or Process Boilers, Pressure Vessels, Electrical Equipment, Air Conditioning and Refrigeration Equipment			
Include Perishable Goods - $100,000			
CFC Refrigerants - $100,000			
Extended Business Income: **30** Days			
Newly Acquired Locations: **180** Days $1,000,000			
Errors in Description			
Off Premises Property Damage - $25,000			
Extra Expense – $500,000			
Service Interruption – $1,000,000			
Contingent Business Income - $25,000			
Demolition - $100,000			
Ordinance or Law - $100,000			
Data and Media - $1,000,000			
Computer Equipment – Included			
Consequential Loss - $100,000			

PREMIUM:

$ 50,000,000 Limit _____
$ 100,000,000 Limit _____

General Liability

LIMITS:

		Yes	No	Differences/Explanation
$100,000	Bodily Injury Per Person			
$300,000	Bodily Injury Per Accident			
$100,000	Property Damage			
$100,000	Personal Advertising Injury, Per Claim			
$300,000	Personal Advertising Injury Aggregate			
$50,000	Damage to Premises			
$100,000	Employee Benefits Liability Each Act			
$300,000	Employee Benefits Total Limit			
$25,000	Deductible Each Occurrence			

TERMS & CONDITIONS:

	Yes	No	Differences/Explanation
Premises and Operations			
Products and Completed Operations			
Contractual Liability - Host Liquor			
Incidental Medical Malpractice			
Watercraft (Explain Length Limitation)			
Broad Form Named Insured			
Amended Notice of Cancellation to **90** Days; Nonpayment Remains at **10** Days			
Unintentional Errors & Omissions In Form			
Defense Cost Outside Limits/Aggregate			
Blanket Waiver of Subrogation where required by contract			
Blanket Additional Insured where required by contract			
Abuse and Molestation Coverage			
Herbicide and Pesticide Application Pollution Liability			
Terrorism Coverage Included			
Care, Custody and Control			
Employees as Insureds			
Volunteers Included as Insureds			
Pay on Behalf			
Mobile Equipment Liability			
Suits from Parks and Recreational Activities			

PREMIUM:

$ 25,000 Deductible _____
$ 50,000 Deductible _____
$100,000 Deductible _____

Cyber/Data Breach

LIMITS:

		Yes	No	Differences/Explanation
$2,000,000	Security & Privacy Liability Limit			
$2,000,000	Regulatory Action Limit			
$2,000,000	Event Management			
$2,000,000	Cyber Extortion			
$25,000	Deductible Per Claim			

TERMS & CONDITIONS:

	Yes	No	Differences/Explanation
Notice, Credit Monitoring, Forensics Investigations and Public Relations Included?			
Claims Made Form			
PCI-DSS Assessment Coverage Endorsement – Sublimit			
Control Group Definition Amendatory Endorsement (Amending List of Officers; Non-Administrative Personnel)			
Economic Sanctions Endorsement			
E-Discovery Consultant Services Coverage Endorsement			
Criminal Reward Coverage Extension			
Amended Notice of Cancellation to **90** Days; Nonpayment Remains at **10** Days			
Notice of Claim Provision Amendatory Endorsement (Sixty-Day Post Policy Reporting Period)			
Choice of Panel Counsel Endorsement			
Cyber Terrorism Included			
Confidential Information to Include Third Party Company Data			
No Encryption Exclusion			
Data Restoration to be included in the definition of a loss			

PREMIUM:

$25,000 Deductible _____

Law Enforcement Liability

LIMITS:

Limit	Description	Yes	No	Differences/Explanation
$2,000,000	Aggregate			
$2,000,000	Per Wrongful Act			

DEDUCTIBLES:

Deductible	Description	Yes	No	Differences/Explanation
$25,000	Per Occurrence			

TERMS & CONDITIONS:

Description	Yes	No	Differences/Explanation
Insured Includes: Williamson County & County Law Enforcement, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Occurrence Form			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limit			
Right and Duty to Defend			
Personal Injury and Property Damage Coverage			
Libel, Slander, Wrongful Entry, Discrimination, False Arrest, Violation of Civil Rights, Bodily Injury, False Imprisonment, Invasion of Privacy, Unlawful Prosecution, Humiliation			
Damage to The Property of Others, Loss of Damaged Property, Loss of Use of Undamaged Property			
Coverage for Assisting Other Political Subdivisions			
Coverage for Intentional Acts			
Coverage for Sexual Abuse & Molestation			
Coverage for Punitive Damages			
Coverage for Moonlighting			
Personal Property of Others at Time of Arrest			
Coverage for Commandeered Vehicles			
Criminal Acts			
Negligence, Errors or Omissions, Breach of Contract			
Terrorism Coverage Included			

PREMIUM:

$ 25,000 Deductible _____
$ 50,000 Deductible _____
$100,000 Deductible _____

Public Officials/Employment Practices Liability

LIMITS:

Limit	Description	Yes	No	Differences/Explanation
$2,000,000	Aggregate			
$2,000,000	Per Wrongful Act			
$2,000,000	EPL - Aggregate			
$2,000,000	EPL - Per Wrongful Act			

DEDUCTIBLES:

Deductible	Description	Yes	No	Differences/Explanation
$25,000	Per Occurrence			

RETROACTIVE DATE:

Date	Description	Yes	No	Differences/Explanation
9/1/2013	Retroactive Date			

TERMS & CONDITIONS:

Description	Yes	No	Differences/Explanation
Insured Includes: Williamson County, Elected/Appointed Officials, Employees, Volunteers, Williamson County Boards			
Pay on Behalf of Basis			
Defense Costs in Addition to the Limits			
Coverage for Punitive Damages			
Back Wages			
Future Wages			
Violation of Civil Rights			
Right and Duty to Defend			
Sexual Misconduct, Discrimination & Mental Injury			
Administrative Hearings			
Intentional Acts			
Extended Reporting Period			
Defense for Non-Monetary Damages			
Personal Injury including Employees			
Employee Discrimination			
Wrongful Termination			
Retaliation			
Employee Harassment			
Negligence, Errors or Omissions, Breach of Contract			

PREMIUM:

$ 25,000 Deductible _____
$ 50,000 Deductible _____
$100,000 Deductible _____

Business Automobile

LIMITS:

Liability		Yes	No	Differences/Explanation
$100,000	Per Person Bodily Injury			
$300,000	Per Occurrence BI			
$100,000	Per Occurrence PD			
	Symbol 1 Liability			
$1,000	Deductible			

Hired Car Physical Damage		Yes	No	Differences/Explanation
$50,000	Maximum per vehicle			
$2,500	Comprehensive Deductible			
$2,500	Collision Deductible			
Physical Damage to Owned Units				
$2,500	Comprehensive Deductible			
$2,500	Collision Deductible			
Garagekeepers				
$30,000	Maximum per vehicle			
$2,500	Comprehensive Deductible			
$2,500	Collision Deductible			

Business Automobile *(Continued)*

TERMS & CONDITIONS:

	Yes	No	Differences/Explanation
Business Automobile – Texas			
Hired & Non-Owned Automobile Liability			
Ninety **(90)** Day Notice of Cancellation, except Ten **(10)** days for non-payment of premium			
Symbol "**1**" Liability and Physical Damage			
Broad Named Insured			
Hired Autos Specified as Covered Autos You Own			
Garagekeepers			
Terrorism Coverage Included			
Exclude or limit Liability Insurance coverage for permissive use of County-Owned Vehicles by third party vendors/contractors?			
Coverage apply automatically to vehicles acquired during policy term and premium for deletions and additions determined at end of year audit?			
Blanket Additional Insured where required by contract			
Blanket Waiver of Subrogation where required by contract			
Coverage applies to mobile equipment being transported by a covered vehicle?			
Electronic Equipment Coverage if permanently attached to vehicle?			

PREMIUM:

$1,000 Auto Liability _____
$2,500 Auto Liability _____
$5,000 Auto Liability _____

$2,500 Auto PD _____
$5,000 Auto PD _____

Number of Autos Quoted for AL _____
Number of Autos Quoted for APD _____

Crime

LIMITS:

		Yes	No	Differences/Explanation
$ 500,000	Public Employee Dishonesty			
$ 500,000	Faithful Performance			
$ 500,000	Money & Securities (Inside/Outside)			
$ 500,000	Forgery & Alteration			
$ 500,000	Robbery or Safe Burglary (Inside/Outside)			
$ 500,000	Computer Fraud			
$ 500,000	Funds Transfer Fraud			
$ 500,000	Money Orders and Counterfeit Paper Currency			

DEDUCTIBLES:

		Yes	No	Differences/Explanation
$ 1,000	Each Occurrence			

TERMS & CONDITIONS:

	Yes	No	Differences/Explanation
Coverage includes loss of funds of others in the custody of the County			
Public Employees bond coverage applies to all employers and appointed or elected officials?			
Voluntary parting of funds coverage			
Terminated Employees covered for ninety (90) days after termination of service			
Treasurer, Tax Collector and Tax Office are Included			

PREMIUM:

$1,000 Deductible _____

$5,000 Deductible _____

Workers Compensation

LIMITS:

		Yes	No	Differences/Explanation
$ 1,000,000	Employers Liability			

DEDUCTIBLES:

		Yes	No	Differences/Explanation
$ 0	Each Occurrence			

TERMS & CONDITIONS:

	Yes	No	Differences/Explanation
Claim Administration			
Notification of payment and/or nonpayment to claimant			
Medical case management & rehabilitation services			
Subrogation			
Litigation management			
Reserve change notification			
Loss control services			
Provide loss information			

PREMIUM:

$25,000 Deductible _____
$50,000 Deductible _____
$100,000 Deductible _____

1.6 Premium Summary

Coverage Item	Premium
Property / Inland Marine / Boiler	
Crime	
General Liability	
Law Enforcement Liability	
Public Officials Liability	
Auto Liability	
Auto Physical Damage	
Cyber Liability	
Workers Compensation	
TOTAL PREMIUM	

APPENDIX B
SUPPLEMENTAL QUESTIONS

Carrier Contact information

General

How many Public Entities, that are roughly the size of Williamson County (500Kpopulation), does the insurance carrier provide Property, Liability or Workers Compensation insurance for ?
The insurance carrier must provide three references of Texas public entities with a population size of 500k or greater, along with the lines of coverage currently provided
Attach/provide risk control/management materials
Provide/Attach information about claim management services
Provide links to demos of claim products

References

Public Entity Name: **POC name, number, email:** **Lines of Coverage provided:**
Public Entity Name: **POC name, number, email:** **Lines of Coverage provided:**
Public Entity Name: **POC name, number, email:** **Lines of Coverage provided:**

Property / Inland Marine / Boiler

How is mobile equipment defined in the policy
How does Wilco file a claim
Can Wilco track claims online and/or see adjuster notes
If yes, provide information about this process
What is the turnaround time for loss run requests?
What is the process of adding property/inland marine to the policy schedule
Explain how the policy will respond to physical damage for drones
Explain how the policy will respond to physical damage for boats
Are claims handled in house or is a third-party adjuster utilized
If in house, how many property adjusters are employed to handle property claims in Texas
If a TPA, will Williamson County have a designated adjuster
What is the typical turnaround time for an adjuster to be on site after a claim has been filed
What claim services are provided when damage amount is appraised at under the deductible
How does property coverage respond to leased properties
How does the property/IM policy respond to contents in vehicles?
How does the adjuster determine the depreciation for these items
If a property is deemed a total loss, what system is used to determine the RC value of the building?
How are flood zones determined? By Wilco or by the carrier?
Are in person trainings, webinars, seminars provided to clients
Upload training library information with course description.
Are risk control resources available for property / inland marine / boiler? If so, please provide information about the services available.

Crime

Are claims handled in house or is a third-party adjuster utilized
If in house, how many crime adjusters are employed to handle property claims in Texas
If a TPA, will Williamson County have a designated adjuster?
What is the typical turnaround time for an adjuster to make contact with Wilco after a claim has been filed?
Are in person trainings, webinars, seminars provided to clients
What topics are typically covered
Upload a training library with course description.
Are risk control resources available for crime
If so, please provide information about the services available.
Are crisis management services offered in the event of a loss
Please provide information about the services available

Auto Liability & Physical Damage

Explain how the policy will respond to physical damage for drones
Explain how the policy will respond to physical damage for boats on a trailer
How does Wilco file a claim
Is it an online form
Can Wilco track claims online and/or see adjuster notes? If yes, provide information about this process.
What is the turnaround time for loss run requests
Are claims handled in house or is a third-party adjuster utilized
If in house, how many Auto Liability & how many Auto Physical Damage adjusters are employed to handle Auto claims in Texas?
If a TPA, will Williamson County have a designated adjuster
What is the typical turnaround time for an adjuster to inspect/appraise a vehicle after a claim has been filed
Do adjusters appraise damage to permanently attached equipment
How is permanently attached equipment on an auto evaluated at the time of loss? RC or ACV
How does the auto policy respond to permanently attached equipment in vehicles
How does the adjuster determine the depreciation for these items?
How does the auto policy respond to contents in a vehicle that are damaged due to a loss or stolen
How does the auto policy respond to contents in a vehicle that are damaged due to an accident
What claim services are provided when damage amount is appraised at under the deductible
If a vehicle is deemed a total loss, what process is used to determine the value of the vehicle
How are premiums handled, during the policy period, for vehicle additions/deletions
Do vehicles have automatic physical damage coverage or do they need to be specifically added during the policy period
Is auto liability 'any auto' or do vehicles have to be specifically scheduled? APD?
How many adjusters are designated to collecting subrogation
Is this their primary role or do they handle other claims as well
Provide information about the subrogation process. What is the current subrogation recovery rate
What is the average turnaround time for subrogation
How does the auto coverage respond if an officer takes on extra duty (moonlighting)
MVR checks offered by carrier?
Explain driver criteria program, attach documents.
How does coverage respond to rental vehicles? AL and APD
Are in person trainings, webinar and seminars provided to clients
What topics are typically covered
Upload a training library with course description.
Are risk control resources available
If so, please provide information about the services available

Liability

How are boats covered for liability
How are drones covered for liability
How is inland marine covered for liability
Will Williamson County have choice of counsel
If not, please provide a list of approved counsel
How does Wilco file a claim
Is it an online form
Can Wilco track claims online and/or see adjuster notes
If yes, provide information about this process
What is the turnaround time for loss run requests
Are claims handled in house or is a third-party adjuster utilized
If in house, how many liability adjusters are employed to handle liability claims in Texas
If a TPA, will Williamson County have a designated adjuster
What is the typical turnaround time for an adjuster to make contact after a claim has been filed
What claim services are provided when damage amount is appraised at under the deductible
How does coverage respond when an officer takes on extra duty (moonlighting)
Are there exclusions or sub-limits for malicious acts
Are in person trainings, webinar and seminars provided to clients
What topics are typically covered
Upload a training library with course description.
Are risk control resources available
If so, please provide information about the services available
Are training materials available
If so, are the services available online and/or in person
Are crisis management services offered in the event of a loss
Please provide information about the services available

Workers Compensation

How does Wilco file a claim
Is ithere an online claim form
Can Wilco track claims online and/or see adjuster notes
If yes, provide information about this process
What is the turnaround time for loss run requests
Are claims handled in house or is a third-party adjuster utilized
If in house, how many Workers Compensation adjusters are employed to handle WC claims in Texas
If a TPA, will Williamson County have a designated adjuster
What is the typical turnaround time for an adjuster to make contact after a claim has been filed
How many adjusters are designated to collecting subrogation
Is this their primary role or do they handle other claims as well
Provide information about the subrogation process
Is this their primary role or do they handle other claims as well
Provide information about the subrogation process
What is the current subrogation recovery rate
What is the average turnaround time for subrogation
How does coverage respond when an officer takes on extra duty (moonlighting
Do you provide nurse case managers/providers? If so, at what point?
Is there a specific network of providers Williamson County must utilize?
Does the carrier provide return to work assistance
Please provide RTW materials
Are in person trainings, webinar and seminars provided to clients
What topics are typically covered
Upload a training library with course description.
Are risk control resources available
If so, please provide information about the services available
Are safety training materials available?
If so, are the services available online and/or in person?
Do you subrogate injury claims caused by inmates or criminals?
What does that process look like?
Are suspicious claims investigated?
Is there an internal appeal process for the injured employee? Explain
Explain how your prescription plan functions. Timeline, paperwork etc
Will payments to Law Enforcement officers be paid directly to the injured officer or to the County? Explain
Is telemedicine an option for injured employees seeking medical treatment

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered, and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of

the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

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

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

http://www.wilco.org/Departments/Purchasing/Conflict-of-Interest

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

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

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

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed

(all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL AFFIDAVIT

The Respondent attests to abiding by Texas Government Code Chapter 2270, Subtitle F, Title 10 stating that they neither currently boycott Israel, nor will the boycott Israel during the term of the contract. Furthermore, the Respondent certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP. Additionally, the Respondent certifies that the Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, Proposer certifies that the he or she is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon. **Each Respondent must provide a Proposal Affidavit with their Proposal Package. Package may be deemed incomplete without this form.**

2.8 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.9 ETHICS

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

2.10 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy. Please be aware that submitting proposals electronically is a convenience to the respondent. **Williamson County takes no responsibility for any third-party system interruption potentially causing late delivery of respondent's submittal.**

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: **Proposal Name and Number**
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation,

Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

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

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson county, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

3.8 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.9 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.10 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.11 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

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

3.13 PURCHASE ORDERS

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

3.14 SILENCE OF SPECIFICATIONS

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

3.15 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent's performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The RFP and its Addenda (if applicable); and

2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The terms and conditions of the Ensuing Agreement;

2. The RFP and its Addenda; and

3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet

pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

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

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement (s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
100 Wilco Way, Suite P101

Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 BINDING EFFECT

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

4.29 ASSIGNMENT

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

4.30 SAFETY

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

4.31 GENERAL OBLIGATIONS AND RELIANCE

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

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the

County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation, civil or criminal, or anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. Furthermore, the respondent certifies to the best of its knowledge and belief that within the last five (5) years Respondent or Respondent Related Entities have not: a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction; b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency; c. had any business license or professional license suspended or revoked; d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency. If Respondent cannot so certify to the above, then it must submit along with its proposal, proposal or contract a written explanation of why such certification cannot be made. The Commissioner's Court will determine whether a contract may be entered into with the Respondent. The Respondent's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Respondent shall have an obligation to immediately notify the Purchasing Department in writing if at any time during the term of the contract if becomes aware of any event which would cause the Respondent's certification or explanation to change. Respondent acknowledges that the Commissioner's Court may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

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

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

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

4.41 COOPERATIVE PURCHASING PROGRAM

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

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

PROPOSAL AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

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

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

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

TRAVELERS

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY ADDITIONAL INFORMATION REQUEST

THE INFORMATION BEING REQUESTED IS FOR A CLAIMS-MADE POLICY. IT IS IMPORTANT THAT YOU READ ALL OF THE PROVISIONS OF YOUR POLICY CAREFULLY.

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s):		Today's Date:
Williamson County		
Proposed Effective Date *(mm/dd/yyyy)*:	Proposed Expiration Date *(mm/dd/yyyy)*:	
10/1/2019	**9/30/2020**	

INSURANCE COVERAGE AND LIMITS INFORMATION

1. Each Wrongful Employment Practice Offense Limit/Total Limit:
   ☐ $1,000,000/$1,000,000 ☒ $2,000,000/2,000,000 ☐ Other _____
2. Deductible/Retention: ☐ $15,000 ☒ $25,000 ☐ Other _____
3. Do you currently carry Employment Practices Liability Insurance? ..... ☒ Yes ☐ No
4. Continuous Claims Made Retroactive Date: **9/1/2013**
5. Prior coverage information:
   a. Insurer: **Texas Association of Counties RMP**
   b. Each Wrongful Employment Practice Offense Limit/Total (Aggregate) Limit: $ **2,000,000** / $ **2,000,000**
   c. Retroactive Date: **9/1/2013**
   d. Deductible/Retention: $ **25,000**
   e. Policy Period: **present**
   f. Premium: $ **200,137**

EMPLOYEE INFORMATION

6. Complete the following table regarding your employees:

Employee Type	*Full-Time (32 or More Hours Per Week)*	*Part-Time*	*Temporary/ Seasonal*	*Leased Workers*	*Independent Contractors*	*Volunteer Firefighters*	*Volunteers – Other*
Total Number of Employees	**1682**	**29**				**0**	
# Voluntary Terminations in past 12 mos.							
# Involuntary Terminations in past 12 mos.							

**Independent contractor means any person who is not your employee or volunteer worker, but who performs duties related to the conduct of your business because of contract or agreement between you and that person for specified services*

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7. What percentage of your workforce is unionized? **0**%

8. Do you anticipate any of the following, including those resulting from any type of restructure or privatization of service, within the next 12 months?

Description		*# Employees Involved*	*Job Categories involved*
a. layoffs	☐ Yes ☒ No		
b. terminations	☐ Yes ☒ No		
c. workforce reductions	☐ Yes ☒ No		
d. furloughs	☐ Yes ☒ No		

HUMAN RESOURCES INFORMATION

9. Do you have a human resources department? ☒ Yes ☐ No
   If no, is there an individual designated to handle all employment related incidents? ☐ Yes ☐ No
   If no, please describe how human resource function is handled: _____

10. Are all involuntary terminations reviewed and approved by: (check all that apply):
    ☐ Immediate Supervisor ☐ Outside employment counsel ☐ Human resources manager
    ☐ Inside legal counsel ☒ Other: **Elected Officials and Department Heads**

11. Are all prospective employees required to complete a standard employment application prior to hire? ☒ Yes ☐ No
    If yes, does it contain:
    a. An employment at-will statement? ☒ Yes ☐ No
    b. An authorization to check references and criminal conviction records? ☒ Yes ☐ No
    c. The applicant's signature attesting that all representations are true? ☒ Yes ☐ No
    d. An equal opportunity statement? ☒ Yes ☐ No

12. Do you have published guidelines, policies or procedures that address the following?:

Policy Description		*Last Review Date*	*Do you have annual training for your managers/supervisors?*
a. Equal Employment Opportunity (EEO) policy	☒ Yes ☐ No		☒ Yes ☐ No
b. Discrimination (anti-discrimination) policy	☒ Yes ☐ No		☒ Yes ☐ No
c. Discipline/discharge/termination policy	☒ Yes ☐ No		☒ Yes ☐ No
d. Workplace harassment, including sexual harassment, policy	☒ Yes ☐ No		☒ Yes ☐ No
e. Hiring policy	☒ Yes ☐ No		☒ Yes ☐ No
f. Reporting, investigating and resolving employee complaints (grievance policy)	☒ Yes ☐ No		☒ Yes ☐ No
g. Annual Performance appraisal review	☒ Yes ☐ No		☐ Yes ☒ No
h. Salary administration/ Job Descriptions	☒ Yes ☐ No		☒ Yes ☐ No
i. Accommodating the disabled	☐ Yes ☐ No		☒ Yes ☐ No

13. Does legal counsel review and approve all changes to your policies and procedures? ☒ Yes ☐ No

14. Are the above policies and procedures contained in an employee handbook, or policies and procedures manual that is distributed and acknowledge by all employees? ☒ Yes ☐ No
    If no, how are policies communicated to employees? _____

15. Do you conduct annual training or education program that sensitizes all employees on issues of:
    a. discrimination? ☒ Yes ☒ No
    b. workplace harassment? ☒ Yes ☒ No
    c. ethics/compliance? ☒ Yes ☒ No
    d. customer service/complaint training? ☒ Yes ☒ No

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16. Are you currently required to comply with any judicial or administrative agreement, order, decree or judgment relating to employment? ☐ Yes ☒ No

If yes, please attach a copy.

17. Has there been during the past five years, or is there now pending, any of the following items against you or any of your employees involving an employment matter (whether reported to an insurer or not):
    a. written demand for monetary damages? ☒ Yes ☐ No
    b. civil or criminal proceeding? ☒ Yes ☐ No
    c. an administrative or arbitration proceeding? ☒ Yes ☐ No
    d. any complaint, charge, or investigative proceeding before the EEOC or similar state or local agency? ☒ Yes ☐ No

    If yes, please complete the following table. If additional space is needed use the Additional Information section at the end of this document.

Date	*Claimant Name*	*Nature of action*	*Current Status*
	Please request loss runs		

18. Do you or any of your employees have knowledge or information of any alleged violation of any law, internal complaint, or circumstance, related to employment which could reasonably give rise to a claim? ☐ Yes ☒ No

If yes, attach details.

FRAUD STATEMENTS

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA and MAINE: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Refer to the Core Application for all Fraud Statements.

SIGNATURES

Authorized Representative Signature*: **X**	Authorized Representative Name - Printed	Date:
Producer Signature*: **X**	State Producer License No (required in FL):	Date:
Agency:	Agency Contact:	Agency Phone Number:

* If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

☒ Electronic Signature and Acceptance – Authorized Representative

☐ Electronic Signature and Acceptance – Producer

ADDITIONAL INFORMATION

This area may be used to provide additional information to any question. Please reference the question number.

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TRAVELERS

TRAVELERS PUBLIC SECTOR SERVICES INSURANCE APPLICATION

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s):	Today's Date:
Williamson County	
Mailing Address: **100 Wilco Way Suite HR101, Georgetown, TX 78626**	

Proposed Effective Date *(mm/dd/yyyy)*:	Proposed Expiration Date *(mm/dd/yyyy)*:	Bid Date:	Need by Date:
10/1/2019	**9/30/2020**		

Primary Contact For:	Name	Phone Number	Email Address
Risk Control	**Sr Director of Human Resources**	**512-943-1533**	**hr_risk@wilco.org**
Law Enforcement	**Sr Director of Human Resources**	**512-943-1533**	**hr_risk@wilco.org**
Human Resources	**Sr Director of Human Resources**	**512-943-1533**	

REQUIRED ATTACHMENTS

Include the following with the submission:

☐ ACORD Applications

☒ Budget

☒ Claim History:

- TPA or Carrier Loss Runs
- Total Paid and Incurred
- Separated by Line of coverage

PROFESSIONAL LINES ADDITIONAL INFORMATION

Coverage/Exposure	*Does the applicant have this exposure?*	*Complete Required Form*
Cyber Liability	☒	*Public Entity Cyber+ Liability℠ Application (59133)*
Employment Practices Liability	☒	*Public Entity Employment-Related Practices Liability Additional Information Request (CP-7615)*
Law Enforcement Liability	☒	*Law Enforcement Liability Additional Information Request (CP-7612)*
Public Entity Management Liability	☒	*Public Entity Management Liability Additional Information Request (CP-7616)*
Employee Benefits Liability	☒	*Employee Benefits Liability Application (CP-4391)*

Please complete additional supplements as requested in the Exposure Checklist on the next page

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PUBLIC ENTITY OPERATIONS AND EXPOSURE CHECKLIST

Please complete the following:

Operation/Exposure	*Does the applicant have this exposure? (check if yes)*	*Check the box that describes who controls the exposure*			*Exposure Basis Description*	*Exposure Basis*
		Public Entity	*Separate Legal Entity*	*Sub-contracted*		
A separate Additional Information Request may be required for certain exposures identified below						
Airport	☐	☐	☐	☐	No. Airports	
Arenas / Convention Centers	☒	☒	☐	☐	No. Buildings Total Sq. Ft. Area	**1** **71045**
Cemeteries	☐	☐	☐	☐	No. Acres Include Cemetery Prof. Liability? ☐ Yes ☐ No	
Dams / Levee / Dike / Canal/ Flood Wall	☐	☐	☐	☐	*Complete Dams/Levee/Dike/Canal/Flood Wall Additional Information Request (CP-7610)*	
Daycare Centers - Child / Adult	☐	☐	☐	☐	Avg. No. Clients per Day *Complete Abuse or Molestation Coverage Supplemental Application (CP-4501)*	
Housing Authority	☐	☐	☐	☐	No. Buildings/Units Responsible for Insurance? ☐ Yes ☐ No	
International Travel (Sister City)	☐	☐	☐	☐	*Complete International Insurance Application (58215)*	
Landfills / Dumps / Refuse Sites / Incinerators	☐	☐	☒	☐	No. Open / Closed No. Acres	**open** **202**
Liquor Liability	☐	☐	☐	☐	*Complete ACORD Liquor Liability Section (803)*	
Marinas	☐	☐	☐	☐	Total Sq. Ft. Area Gross Sales	
Museums	☐	☐	☒	☐	Total Sq. Ft. Area	
Non-Profit Affiliations	☐	☐	☒	☐	Describe _____	
Port Authorities	☐	☐	☐	☐	Net Expenditures $	
Sanitation, Garbage Collection, or Recycle Operations	☐	☐	☐	☐	Annual Payroll $	
Schools	☐	☐	☐	☐	*Complete:* • *Psychological Counseling Professional Liability (CP-4735)* • *International Insurance Application (58215)* • *Abuse or Molestation Coverage Supplemental Application (CP-4501)*	
Transportation Systems (Transits)	☐	☐	☐	☐	Type of Transit _____ Annual Payroll $	
Watercraft / Boats > 25 foot length	☐	☐	☐	☐	No. Watercraft / Boats Type of Watercraft / Boats _____	
Zoos	☐	☐	☐	☐	No. Zoos	

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Operation/Exposure	*Does the applicant have this exposure? (check if yes)*	*Check the box that describes who controls the exposure*			*Exposure Basis Description*	*Exposure Basis*
		Public Entity	*Separate Legal Entity*	*Sub-contracted*		
HEALTHCARE - Facilities						
Clinics	☐	☐	☒	☐	No. of Clinics Responsible for Insurance? ☐ Yes ☒ No	**4**
Hospital	☐	☐	☐	☐	No. Hospitals Responsible for Insurance? ☐ Yes ☐ No	
Mental Health Department	☐	☐	☐	☐	Total Sq. Ft. Area	
Nursing Home	☐	☐	☐	☐	Responsible for Insurance? ☐ Yes ☐ No	
Shelters / Youth or Group Homes (separate from all other residential)	☐	☐	☐	☐	No. Client/Residents Total Sq. Ft. Area *Complete Abuse or Molestation Coverage Supplemental Application (CP-4501)*	
HEALTHCARE/EMT – Professionals						
Counseling Services	☒	☐	☐	☐	*Complete:* • *Abuse or Molestation Coverage Supplemental Application (CP-4501)* • *Healthcare Professional Additional Information Request (CP-7611)*	
EMTs / Paramedics/ First Responders	☒	☐	☐	☐		
Foster Care	☐	☐	☐	☐		
Social Services	☐	☐	☐	☐		
Jail Nurse	☐	☐	☐	☐		
Nurse	☐	☐	☐	☐		
LAW ENFORCEMENT ACTIVITIES						
Jails / Detention Centers / Holding Facility	☒	☐	☐	☐	*Complete Law Enforcement Liability Additional Information Request (CP-7612)*	
Law Enforcement Department	☒	☐	☐	☐		
PARKS and RECREATION						
Park & Recreation Department (Water Activities, Rodeo, Archery Range, Fitness Center, Ski Facility, Skate Park, etc)	☒	☐	☐	☐	*Complete:* • *Parks and Recreation Additional Information Request (CP-7613)* • *Abuse or Molestation Coverage Supplemental Application (CP-4501)*	
Fireworks Displays	☐	☐	☐	☐	No. of Displays per Year	
Golf Courses	☐	☐	☐	☐	No. of Holes	
Special Events (Parades, Fairs, Festivals, etc)	☐	☐	☐	☐	No. Events Per Year Gross Sales – All Events $ Describe _____	
UTILITIES						
Electric	☐	☐	☐	☐	*If exposure is controlled by the entity, then complete* • *Utilities Additional Information Request (CP-7617)*	
Gas	☐	☐	☐	☐		
Water	☐	☐	☐	☐		
Sewer or Sewage Disposal	☐	☐	☐	☐		
Telecommunications (Telecom, Cable, Wi-Fi, Internet)	☐	☐	☐	☐		

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Operation/Exposure	Does the applicant have this exposure? (check if yes)	Check the box that describes who controls the exposure: Public Entity	Separate Legal Entity	Sub-contracted	Exposure Basis Description	Exposure Basis
Wind Generation	☐	☐	☐	☐		
Solar Generation	☐	☐	☐	☐		

SUBCONTRACTED OPERATIONS

a. Are sub-contractors required to carry limits of insurance equal to your limits of liability? ☒ Yes ☐ No
b. Are certificates of insurance obtained? ☒ Yes ☐ No
c. Are hold-harmless agreements required from sub-contractors? ☒ Yes ☐ No
d. Are you named as an additional insured under the sub-contractors policy? ☒ Yes ☐ No

EMERGENCY DISPATCH *Check if N/A* ☐

a. Who handles your dispatch services? ☐ Police ☐ Fire ☒ Other **Emergency Services Operations Center**
b. Does your department handle dispatch for others? ☐ Yes ☒ No
c. Are incoming calls to dispatchers recorded? ☒ Yes ☐ No
If yes, how long are tapes or digital files retained (i.e. number of years)? ___

EMPLOYEE TURNOVER

	Last Year	2 years ago
Indicate your employee turnover percentage of full time and part time employees for the past year: Turnover percentage = (# voluntary + involuntary terminations) / Total # of employees	**17.51**	**18.51**

STREETS/ROADS/HIGHWAYS *Check if N/A* ☐

	Paved	Unpaved
Miles of road owned:	**1400 total includes unpaved**	
Miles of road maintained for others:	**0**	

Who performs the following functions?	Entity	Contractor
a. Street cleaning and dusting?	☒	☐
b. Cutting grass or weeds, planting, pruning/removal of trees, removing brush, spraying and fumigating?	☒	☐
c. Gravel spreading?	☒	☐
d. Erecting, maintaining or removing guide rails and posts, road markers, or signs?	☒	☒
e. Paving or repaving, surfacing or resurfacing?	☒	☒
f. Snow removal?	☒	☐
g. Installation and maintenance of traffic lights?	☐	☒
h. Erecting and maintaining light poles?	☐	☒
i. New road construction?	☒	☒

j. Do you document inspections, preventive maintenance, and repairs? ☒ Yes ☐ No
If yes, what is the turnaround time for routine repairs?

k. Are road signs regularly inspected for visibility and missing signs? ☒ Yes ☐ No
l. Are barricades and warning signs used at road work sites? ☒ Yes ☐ No

Number of Uncontrolled Railroad Crossings: Rural: _____ Urban: _____

BRIDGES *Check if N/A* ☐

Indicate number of the following classification of bridges:

Classification	Railway	Waterway	Highway	Utility	Pedestrian	Toll Bridges
Total Bridges owned/maintained by Entity			**12**			
Are Warnings Clearly Posted?	☐ Yes ☐ No	☐ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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Describe all bridges 50ft. or greater in length (classification, length, one-lane, drawbridge, etc.):

How many bridges do you have that are coded by the National Bridge Inventory as 3,2, or 1? **unk**

How often are your bridges inspected? **regulated**

Who Conducts the bridge inspections? **regulated**

Have any bridges not passed inspection (do not meet local, state, or federal standards, are structurally deficient, etc.) or are any bridges condemned? ☐ Yes ☐ No

If yes, list bridges, locations and provide reasons for current conditions: **follow bridge reports**

Are you involved in any bridge construction? ☐ Yes ☒ No

If yes, describe:

AUTO

a. Do you have criteria for MVR acceptability? ☒ Yes ☐ No
b. Do you provide driver training periodically for all drivers? ☒ Yes ☐ No
c. Are all accidents reviewed internally? ☒ Yes ☐ No
d. Is corrective action taken? ☒ Yes ☐ No
e. How many employees/volunteers regularly use their personal auto for business use (# or %) **10%**

Please provide additional detail on the nature of the use of personal autos (e.g. errand running, volunteer firefighters, home healthcare visits, volunteer transportation, other **Travel to meetings or trainings.**

Do you verify that each employee/volunteer has valid automobile insurance in place? ☐ Yes ☒ No

What auto liability limits do you require employees/volunteers to carry?

How many 15-passenger vans do you have in your auto fleet? **5**

a. Are drivers of 15-passenger vans specifically trained in the operation of these vehicles? ☒ Yes ☐ No
b. Please describe the usage of 15 passenger vans for your entity (who is transported, and for what purpose):
Transport of inmates and juveniles, along with road construction crew
c. Please provide additional detail pertaining to the transport of children under 18 utilizing 15 passenger vans:
Transport of juveniles

If law enforcement vehicles are included in the automobile schedule, do you have the following policies and procedure?

a. Vehicular Pursuit. ☒ Yes ☐ No
Date of last Revision:
b. Patrol Driving & Response ☒ Yes ☐ No
Date of last Revision:
c. Transportation of Prisoners ☒ Yes ☐ No
Date of last Revision:

Passenger Transportation Services *Check if N/A* ☒

Type of transportation service: ☐ Scheduled bus route ☐ Demand response / Para transit / Dial-A-Ride ☐ Daycare / Day camp / Recreation programs ☐ Social Services ☐ Van Pool

Are new drivers subject to an orientation program on basic vehicle operation prior to being allowed to operate that vehicle? ☐ Yes ☐ No

Are criminal record checks conducted on all transportation employees? ☐ Yes ☐ No

Are there written procedures and driver training for transporting handicapped passengers? ☐ Yes ☐ No

If yes, do the procedures and training include:

a. Use of equipment tie-downs? ☐ Yes ☐ No

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b. Passenger restraint? ☐ Yes ☐ No
c. Loading and unloading of passengers? ☐ Yes ☐ No
d. Door-to-door service procedures ☐ Yes ☐ No

Do you operate any vehicles you do not own? *If yes, please provide contractual agreement* ☐ Yes ☐ No
Any contracted drivers? *If yes, please provide contractual agreement.* ☐ Yes ☐ No
Are volunteers used for any transportation service? ☐ Yes ☐ No

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

This application, including any material submitted in conjunction with the application or any renewal, does not amend the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

FRAUD STATEMENTS – ATTENTION APPLICANTS IN THE FOLLOWING JURISDICTIONS

ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY, NEW JERSEY, NEW YORK (OTHER THAN AUTO INSUREDS), OHIO, AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars ($5,000) and the stated value of the claim for each such violation.)

AUTO INSUREDS IN NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the Department of Motor Vehicles or an insurance company, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars ($5,000) and the stated value of the claim for each such violation.)

LOUISIANA, MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

PUERTO RICO: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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SIGNATURES

Authorized Representative Signature*:	Authorized Representative Name - Printed:	Date:
X		
Producer Signature*:	State Producer License No. (required in FL):	Date:
X		
Agency:	Agency Contact:	Agency Phone Number:

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☐ Electronic Signature and Acceptance – Authorized Representative

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ADDITIONAL INFORMATION

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TRAVELERS

LAW ENFORCEMENT LIABILITY ADDITIONAL INFORMATION REQUEST

THE INFORMATION BEING REQUESTED IS FOR A CLAIMS-MADE POLICY. IT IS IMPORTANT THAT YOU READ ALL OF THE PROVISIONS OF YOUR POLICY CAREFULLY.

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s):		Today's Date:
Williamson County		
Proposed Effective Date *(mm/dd/yyyy)*:	Proposed Expiration Date *(mm/dd/yyyy)*:	
10/1/2019	**9/30/2020**	

UNDERWRITING INFORMATION

1. Please list any accreditations/certifications that your law enforcement department currently holds (CALEA, State Certifications, etc) **TCOLE, CALEA (in progrss)**

2. Are you part of any mutual law enforcement assistance agreements between political subdivisions? ... ☒ Yes ☐ No

3. Excluding mutual aid agreements, do you contract your law enforcement services to any other public or private entity? ..... ☒ Yes ☐ No
   If yes, please attach a copy of the contract

4. Complete the following for each task force in which you participate:

Task Force Type	*# of Officers Involved*	*Do you lead this task force?*	*Is task force a separate entity?*	*Is task force insured elsewhere?*
Drug		☐ Yes ☒ No	☒ Yes ☐ No	☐ Yes ☒ No
Swat		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Gang		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

5. Does the agency operate a shooting range? ..... ☒ Yes ☐ No
   If yes, is it used by: **Williamson County Sheriff's Office**
   a. outside law enforcement agencies? ..... ☒ Yes ☐ No
   b. The general public? ..... ☐ Yes ☒ No
   If yes, is an injury waiver required? ..... ☐ Yes ☐ No

INSURANCE COVERAGE AND LIMITS INFORMATION

6. Coverage Type: ☒ Occurrence ☐ Claims Made

7. Continuous Claims Made Retroactive Date: _____

8. Each Wrongful Law Enforcement Liability Limit/Total Limit:
   ☐ $1,000,000/$1,000,000 ☒ $2,000,000/2,000,000 ☐ Other _____

9. Deductible: ☐ $10,000 ☒ $25,000 ☐ Other _____

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EMPLOYEE CLASSIFICATION INFORMATION

GROUP 1 EMPLOYEES	*NO.*	*GROUP 2 EMPLOYEES*	*NO.*	*GROUP 3 EMPLOYEES*	*NO.*	*GROUP 4 EMPLOYEES*	*NO.*
Full-time officers, detectives, investigators and sergeants (including the chief, sheriff and deputies)	228	Part-time/reserve/auxiliary /court officers armed, or with arrest authority	6	Animal Control Personnel	5	Other unarmed law enforcement personnel (includes clerical, cooks, and other unarmed personnel not included elsewhere)	60
				Dispatchers	71		
Police Dogs	___	Full-time jailers	293	Jail Nurse	___	Other unarmed jail Personnel(includes clerical, cooks, and other unarmed jail personnel not included elsewhere)	25
				Jail Medical Personnel – Other	20		
		Part-time jailers	0	School Crossing Guards	___		
				Unarmed part-time/ reserve/auxiliary officers without arrest authority	___		

DEPARTMENT POLICIES AND PROCEDURES INFORMATION

10. Does the agency have a policy and procedure manual? ..... ☒ Yes ☐ ☐No

11. Are employees required to acknowledge review and receipt of policies and procedures?..... ☒ Yes ☐ ☐No

12. Date of last overall revision of your policy and procedure manual: **1/1/2019**

13. How often is the manual reviewed with personnel? **Portions on a monthly basis**

14. a. Does the applicant have written policies governing the following:

Policy Description	*Does this policy exist?*	*Date of Last Revision*
Use of	☒ Yes ☐ ☐No ☐ N/A	**2018**
Vehicular pursuits	☒ Yes ☐ ☐No ☐ N/A	**2018**
Domestic violence response	☒ Yes ☐ ☐No ☐ N/A	**2019**
Patrol driving and response	☒ Yes ☐ ☐No ☐ N/A	**2018**
Searches ☐ Blanket ☒ For-Cause	☒ Yes ☐ ☐No ☐ N/A	**2018**
Transportation of prisoners	☒ Yes ☐ ☐No ☐ N/A	**2018**
Arrests and investigatory stops	☒ Yes ☐ ☐No ☐ N/A	**2018**
Firearms & Less than lethal weapons	☒ Yes ☐ ☐No ☐ N/A	**2018**
Service of warrant	☒ Yes ☐ ☐No ☐ N/A	**2019**
Motor vehicle stops & searches	☒ Yes ☐ ☐No ☐ N/A	**2018**
Canines	☒ Yes ☐ ☐No ☐ N/A	**2018**
Sexual harassment	☒ Yes ☐ ☐No ☐ N/A	**2018**
Use of volunteers	☒ Yes ☐ ☐No ☐ N/A	**2018**
Police ride-along program	☒ Yes ☐ ☐No ☐ N/A	**2018**
Suicide Screening	☒ Yes ☐ ☐No ☐ N/A	**2018**
Secondary employment &☐ Off-duty powers	☒ Yes ☐ ☐No ☐ N/A	**2018**

If yes, describe and include any limitation of secondary employment exposures: **Enforce /AUS Only**

b. Have the policies and procedures been reviewed by legal counsel? ..... ☒ Yes ☐ ☐No

c. Have the updated policies and procedures been distributed and acknowledged by all employees? ☒ Yes ☐ ☐No

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EDUCATION AND TRAINING INFORMATION

15. Complete the following:

Training Requirements	*Patrol and Auxiliary Officers*	*New Officer and Annual In-Service Training*	*Is the manual distributed to all personnel?*
Do all officers meet state certifying agency minimum training standards?	☒ Yes ☐ No	☒ Yes ☐ No	N/A
Firearms Training and Qualification Frequency of Qualification: **training/m** per year	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No
Impact Weapon Training and Certification	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No
Chemical Agent (Oleoresincapsium) Training and Certification	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No
Taser Training and Certification	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No
High Speed Pursuit Driving	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No
Department Policy and Procedure	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Constitutional Use of Force	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Legislative and Case Law	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
Suicide Screening	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No

16. Duties of reserve/auxiliary officers: ☐ Traffic control ☐ Civil Disturbance ☐ Crowd Control ☐ Other

Are volunteers used in any capacity for law agency operations? ..... ☒ Yes ☐ No

If yes, describe the type of training provided: **crminal investigation**

JAIL/HOLDING CELL OPERATIONS INFORMATION

17. How many, if any, of the following do you operate? ☐ Check if N/A

Facility	*# of Cells*	*Accredited by American Correctional Association?*	*Square Footage*	*Design Capacity*	*Avg. Inmate Population*	*Max Capacity in Past 12 Mo.*	*Surveillance Type (CCTV, Eyes on, Audio, Other)*
Jail	**154**	☐ Yes ☒		**1164**	**574**		**CCTV, eyes**
Holding Facility	**NA**	☐ Yes ☐					
Juvenile Detention Center	**NA**	☐ Yes ☐ No					
Other	**NA**	☐ Yes ☐					

18. Do you have written jail policies governing the following?

Policy Description		*Date of Last Revision*	*New Jailer and at least Annual Training?*
Use of Force	☒ Yes ☐ No		☒ Yes ☐ No
Restraints	☒ Yes ☐ No		☒ Yes ☐ No
Inmate Classification	☒ Yes ☐ No		☐ Yes ☒ No
Strip Searches ☐ Blanket ☒ For-Cause	☒ Yes ☐ No		☐ Yes ☒ No
Medical Treatment	☒ Yes ☐ No		☐ Yes ☒ No
Suicide Prevention	☒ Yes ☐ No		☒ Yes ☐ No
Emergency Evacuation	☒ Yes ☐ No		☒ Yes ☐ No
Key Control and Security	☒ Yes ☐ No		☐ Yes ☒ No
Inmate Transportation	☒ Yes ☐ No		☐ Yes ☒ No
Discipline and Grievance Procedures	☒ Yes ☐ No		☐ Yes ☒ No

19. How frequently are cell checks conducted for each of the following?

a. General Population: **45 minutes** b. Suicide: **15 minutes** c. Maximum Security Cells: **30 minutes**

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20. In the past three (3) years, have there been any suicides or attempted suicides in your jail or similar holding facilities? ☒ Yes ☐ No

If yes, No. of suicides: **0** *No. of attempts:* **7**

JAIL FACILITIES INFORMATION

21. Are juveniles separated from adult criminals? ☒ Yes ☐ No
22. Are suspects of violent crimes separated from suspects of misdemeanor crimes? ☒ Yes ☐ No
23. Are medical facilities available in the jail? ☒ Yes ☐ No

If yes, describe: **Pharmacy, Dental, Treatment**

If no, how do inmates receive treatment? **Any who request**

24. Has the facility ever been subject to a Court Order or consent decree? ☐ Yes ☐ No

If yes, what is the status of the order?

25. Is the jail administrator a "Certified Jail Manager" per the American Jail Association (AJA)? ☐ Yes ☒ No

FRAUD STATEMENTS

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LOUISIANA and MAINE: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Refer to the Core Application for all Fraud Statements.

SIGNATURES

Authorized Representative Signature*: **X**	Authorized Representative Name - Printed	Date:
Producer Signature*: **X**	State Producer License No (required in FL):	Date:
Agency:	Agency Contact:	Agency Phone Number:

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TRAVELERS

PUBLIC ENTITY MANAGEMENT LIABILITY ADDITIONAL INFORMATION REQUEST

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Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

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GENERAL INFORMATION

Proposed First Named Insured & Other Named Insured(s):		Today's Date:
Williamson County		
Proposed Effective Date *(mm/dd/yyyy)*:	Proposed Expiration Date *(mm/dd/yyyy)*:	
10/1/2019		

INSURANCE COVERAGE AND LIMITS INFORMATION

1. Each Wrongful Management Liability Limit/Total Limit:
   ☐ $1,000,000/$1,000,000 ☒ $2,000,000/2,000,000 ☐ Other _____
2. Deductible: ☐ $10,000 ☒ $25,000 ☐ Other _____
3. Do you currently carry Public Entity Management Liability Insurance? ☒ Yes ☒ No
4. Continuous Claims Made Retroactive Date: _____
5. Are newly elected/appointed officials required to attend a formal training program? ☒ Yes ☐ No
   If yes, how often do officials take refresher training? **Video and State trainings**
   Does training include 'open meetings', 'ethics,' and 'hearing regulations'? ☒ Yes ☐ No
   Please describe additional training topics: _____
6. Is there a procedure for handling citizen complaints? ☒ Yes ☐ No
   If yes, does it include documentation of notice and action taken? ☒ Yes ☐ No
7. Do you have a zoning commission? ☐ Yes ☒ No
8. Does your legal counsel attend all meetings of the planning and zoning board? ☐ Yes ☒ No
9. Do you have a formal written zoning and zoning appeal process? ☐ Yes ☒ No
10. Do you have a written master plan for economic development? ☒ Yes ☐ No
    If yes, when was it last revised? **annually**
11. Do you have formally approved land use ordinances that have been reviewed by legal counsel? ☒ Yes ☐ No
12. Do you have a formal written procedure for filing a variance (land use, zoning, licensing, permitting)? ☒ Yes ☐ No
13. How many variances have been requested in the last 12 months? _____ How many have been granted? _____
14. Do you have a formal process for application and approval of permits and licenses? ☒ Yes ☐ No
15. Do you have a formal written policy prohibiting officers and/or board members from sitting on decisions in which they may have a conflict of interest? ☒ Yes ☐ No
16. Have you had any disputes or claims involving: zoning, land use, economic development, condemnation, adverse possession or adverse use of property? ☐ Yes ☒ No
17. Have you had any disputes or claims involving the approval of building permits, design, or code enforcement? ☐ Yes ☒ No

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18. Amount of outstanding bonds: **NA**

a. Has any bond been defeated in last 3 years? ☐ Yes ☐ No

If yes, explain:

b. Have you been in default on the principal or interest of any bond, debt or obligation in the last 3 years? ☐ Yes ☐ No

If yes, explain:

19. In the next 12 months, do you anticipate:

a. Any changes to policies and procedures regarding governance? ☐ Yes ☒ No
b. Any changes in services, operations, or organization structure? ☐ Yes ☒ No
c. Any changes in appointed board members or key employees? ☐ Yes ☒ No
d. Any acquisition or incorporation of any operation, land, or entitiy? ☐ Yes ☒ No
e. Any sale or discontinuation of any operation, land, or entity? ☐ Yes ☒ No

20. To your knowledge, does any official or employee have any knowledge of any act, error, or omission that might give rise to a claim or suit against him/her/applicant? ☐ Yes ☒ No

If yes, please describe:

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LOUISIANA and MAINE: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

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SIGNATURES

Authorized Representative Signature*: **X**	Authorized Representative Name - Printed	Date:
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ADDITIONAL INFORMATION

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Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Respondent must submit the premiums on the Specification sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality

of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

Mandatory Requirements	pass/fail
1.4.1 Respondents must provide specimen policies including the endorsements that will be attached to the policy	
1.4.2 Respondents must incidcate whether the quotations are subjtect to all lines being bound or if some lines of coverage can be purchased individually	
1.4.3 The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail	
1.4.4 Carrier must acknowldege and confirm that all verbal or written correspondence with the County, regarding topics associated with these contracts, will be directed through the HR Risk Coordinator or the Sr Director of Human Resources after the award	
1.4.5 Agents must be licensed to conduct business in the State of Texas and provide a copy of the license	
1.4.6 Agents must provide a certificate evidencing $1,000,000 Per Occurrence for Errors and Ommissions Insurance	
1.4.7 A.M. Best ratings must be provided for all standard insurance company quotes	
1.4.8 The Insurance carrier must complete Respondent's references on the designated form in the RFP package. This form must be filled out by the carrier supplying three Public Entity references	
1.4.9 The insurance carrier must provide three Texas Public Entity Property & Casualty client references with a population size of 500K or greater	

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

Williamson County will conduct a comprehensive, fair and impartial of evaluation of all proposals received in response o this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Williamson county may select some of the respondent proposals for finalist presentations. Criteria to be evaluated will include but are not limited to the items listed below:

Graded Evaluation Factors

A. Responsiveness to the Request for Proposal (10 Points)
Understanding and acceptance of the general provisions in this RFP
Submission of all information required by this RFP in the format provided
Clarity and conciseness of the proposal response
B. Economic evaluation of the Proposed Fee Schedule (40 Points)
Overall cost of providing the entire scope of services requested in this RFP
C. Capability, quality and expertise to provide the services requested (40 Points)
Experience in servicing highly populated Public Entities
The ability to provide the services and sample materials requested in this RFP
Claim management, services, capabilities and resources
Coverage breadth, terms and conditions
Ability to address and provide solutions to new exposures presented to the County during the policy period
Risk control/loss prevention resources and training offerings
Overall technology capabilities (Claim reporting, loss runs, risk management, loss prevention, training, etc.)
D. References (10 Points)

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Heather Kirkwood, Williamson County Risk & Safety Coordinator (or successor), 100 Wilco Way, Ste HR101, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months beginning on October 1, 2019 through September 30, 2022

1.6 Contract Extensions

At the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of sixty (60) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Bid, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent 's cost, insurance in accordance with this provision. Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following Location and should include the RFP number and description:

Williamson County Purchasing Department
100 Wilco Way, Ste P101
Georgetown, Texas 78626

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

Successful Respondent must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Except as specified otherwise in the Contract and any ensuing Agreement(s), Successful Respondent, at Successful Respondent's sole cost, shall purchase and maintain during the entire term while the Contract and any ensuing Agreement(s)is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Successful Respondent shall be responsible for payment of premiums for all of the insurance coverages required under this section. Successful Respondent further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Successful Respondent is responsible, Successful Respondent shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Contract and any ensuing Agreement(s), any deductibles or self-insured retentions **over $50,000** in the Successful Respondent's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Successful Respondent shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Successful Respondent shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Successful Respondent shall furnish County with a certification of coverage issued by the insurer. Successful Respondent shall not cause any insurance to

be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Successful Respondent shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each subcontractor/subconsultant performing work under the Contractor and any ensuing Agreement(s) (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of the Contract and any ensuing Agreement(s), at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Successful Respondent shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract and any ensuing Agreement(s) and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way, Ste P101
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Successful Respondent shall be borne solely by Successful Respondent, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

1.8 Tentative Schedule

Event	Date	Time
RFP released in BidSync	June 11, 2019	
Deadline for RFP questions	July 09, 2019	5:00PM
RFP final responses due	July 15, 2019	3:00PM
Contract awarded	September 10, 2019	
Contract effective date	January 1, 2019	

Question and Answers for Bid #1904-308 - Property/Casualty & Worker's Compensation Insurance RFP

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

Commissioners Court - Regular Session **14.**

Meeting Date: 06/11/2019

Advertisement Approval IFB 1906-324 County Road Seal Coat FY19

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY19 under IFB #1906-324.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced seal coating crews and equipment to resurface county roads throughout the County. Department point of contact is Kon Kwan. Funding Source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 03:12 PM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 08:34 AM
Form Started By: Thomas Skiles		Started On: 06/05/2019 01:28 PM
Final Approval Date: 06/06/2019		

Solicitation 1906-324

County Road Seal Coat FY 19

Bid Designation: Public

Williamson County, Texas

Bid 1906-324
County Road Seal Coat FY 19

Bid Number	1906-324
Bid Title	County Road Seal Coat FY 19
Expected Expenditure	**$1,365,319.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	Jul 3, 2019 3:00:00 PM CDT
Question & Answer End Date	Jun 28, 2019 3:00:00 PM CDT
Bid Contact	Blake Skiles Senior Purchasing Specialist 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**40 days**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**Jun 19, 2019 10:00:00 AM CDT** **Attendance is optional** **Location: Williamson County Road and Bridge** **3151 SE Inner Loop** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualified Contractors to provide materials, experienced seal coating crews and equipment to resurface county roads throughout the County.**

Item Response Form

Item	**1906-324-01-01 -** Total Bid Price
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1

Description
Total Bid Price
PLEASE DO NOT ATTACH DOCUMENTS TO THIS LINE!

Item	**1906-324-01-02 -** Please Attach All Documents To This Line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Please Attach All Documents To This Line

DO NOT ATTACH .ZIP FILES!

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION NUMBER 1906-324
County Road Seal Coat FY 19

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jul 3, 2019 3:00:00 PM CDT

PROPOSALS WILL BE PUBLICLY OPENED:
Jul 3, 2019 3:00:00 PM CDT

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

Williamson County prefers and requests electronic submittal of this Bid.

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

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

Bidders are strongly encouraged to carefully read this entire IFB.

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

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

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

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  100 Wilco Way
  Suite P101
  Georgetown, TX 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

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

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

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

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

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

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

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

The County will decide if an actual or perceived conflict should result in Bid disqualification.

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

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

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

2.6 BID SUBMITTAL DEADLINE

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

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

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

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

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

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

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

3.5 ASSUMED BUSINESS NAME

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

3.6 BID OBLIGATION

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

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

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

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

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

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

3.11. REJECTION OR ACCEPTANCE

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

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

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

3.12 RESPONSIBILITY

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

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

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

3.13 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.14 PURCHASE ORDERS

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

3.15 SILENCE OF SPECIFICATIONS

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

3.16 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

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

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

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

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

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

4.4 DISQUALIFICATION OF BIDDER

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

4.5 FUNDING

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

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

4.7 IMPLIED REQUIREMENTS

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

4.8 TERMINATION

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

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

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more

preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

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

4.13 BID PREPARATION COSTS

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

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder

agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

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

4.16 RELATIONSHIP OF THE PARTIES

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

4.17 SOLE PROVIDER

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

4.18 FORCE MAJEURE

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

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

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

4.21 NOTICE

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

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

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

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

4.23 COMPLIANCE WITH LAWS

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

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

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

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

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

4.27 CURRENT REVENUES

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

4.28 FOB DESTINATION

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

4.29 BINDING EFFECT

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

4.30 ASSIGNMENT

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

4.31 SAFETY

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

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

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

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Additional Stipulations Section of this IFB.

4.35 SURVIVABILITY

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

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

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

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

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

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

4.40 COOPERATIVE PURCHASING PROGRAM

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

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

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

4.44 INCLEMENT WEATHER

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

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame of forty (40) days (thirty five (35) to substantial completion / forty (40) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200 per working day.

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than $50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract**. **Bid guarantees must be submitted in the same sealed envelope with the Bid**. Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost.** This Warranty Bond shall be security for the true and faithful performance of all warranties for two (2) years from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

1.7 Insurance Requirements

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

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

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

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$2,000,000	

Successful Bidder’s property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

1. Certificate of coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 406.096(e)(1).

3. Contractor – A person bidding for or awarded a building or construction project by Williamson County.

4. Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, Section 401.011(44).

5. Coverage agreement – A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8. Project – Includes the provision of all services related to a building or construction contract for the County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the project, for the duration of the project;

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. Obtain from each other person with whom it contracts, and provide to the contractor:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7, with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Asphalt Season: April 1 through September 30.

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Engineer, or designee.

Inspector: Engineer, or designee, supplied full time or part time to the contractor's crew for the oversight of the work.

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

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins with crews on site with equipment and ready for operation.

TAYLOR CITY LIMITS

This seal coat project includes three (3) segments of roadway that are inside the city limits of Taylor as shown on the plans. The successful bidder will be contracted to complete work on all segments of roadway within stated allotted time.

Depending on the budget approval of City of Taylor, the County shall determine if the three (3) segments of roadway inside the city limits of Taylor will occur or not prior to giving written Notice to Proceed on this project.

CONTROL OF MATERIALS

Source Control. The Contractor shall use only materials that meet Contract requirements. Unless otherwise specified or approved by the Engineer, the Contractor shall use new materials for the work. The Contractor shall secure the Engineer's approval of the proposed source of materials to be used before their delivery to the site. Materials can be approved by the Engineer at a supply source or staging area but may be re-inspected at the job site. Contractor shall be responsible for cost of additional sampling and testing if material source changes.

Material Quality. It is the Contractor's responsibility to correct or remove materials

that fail to meet the Contract requirements.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection by the Engineer, the Contractor must immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice submitted to the County.

Manufacturer Warranties. Contractor shall transfer to the County warranties and guarantees required by the Contract, from Contractor sources, or received as part of normal trade practice.

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

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

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent Items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.

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

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

The Contractor shall provide copies of all test results to the County and the Engineer prior to the County's acceptance of improvements.

The Contractor shall coordinate with the County's field representative 48 hours prior to schedule density testing. The County's field representative shall witness all testing.

General Notes

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, which is incorporated herein by reference for all purposes. In the

event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor shall self-perform at least 25% of the contract bid Items.

The Contractor will be given written Notice to Proceed on this project. This seal coat project shall begin within five (5) working days after such notification and shall continue for forty (40) working days.

Contractor shall not begin work prior to the beginning of the asphalt season (April 1), nor after the ending of the asphalt season (September 30), except with the approval of the Engineer.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the date in which seal coat work is to begin. Once the written Notice to Proceed is given by Williamson County, the Contractor has five (5) working days to begin the work. Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not begin the seal coat work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of completion of the seal coat work. Because of the impracticality and extreme difficulty of fixing and ascertaining Williamson County's actual damages, Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not complete the seal coat work.

Periods of time (i) during which Williamson County suspends the work by written notice to Contractor, or (ii) during which contractor has performed work and is waiting for Williamson County's acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or Williamson County's reasonable control, shall not be taken into account in computing the amount retained. In the event that work received by Williamson County is found to be incomplete, the period of time from the end of the performance of the work to the receipt of subsequent performance necessary to produce completed work will be taken into account in computing the number of days and the amount retained.

Contractor shall submit a basic work plan, bar chart, or schedule for the Engineer to review one week prior to commencement of work.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

Weekend and holiday work is allowed with prior approval by Engineer.

The Contractor shall perform work during appropriate weather conditions, unless otherwise directed by the Engineer. If work is performed at the Contractor's option during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Do not park equipment or make stockpiles where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, Contractor shall make every effort to flag traffic accordingly. Give the travelling public first priority.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

The Contractor will be required to maintain a minimum of one through lane with flaggers/pilot vehicle during seal coating operations, except with written approval by the Inspector.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by Engineer.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Additional seal coated areas may be determined in the field by the Engineer.

Areas that are seal coated the same day to be completely finished before opening to traffic.

Contractor shall be responsible for hauling and disposing of all waste materials off the project site. Consider subsidiary to the pertinent Items.

The Contractor shall configure the longitudinal joints of the surface course placement to be away from the wheel paths, preferably to coincide with lane lines.

The actual quantity required may vary from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid Item.

All accepted sealing will be measured by the gallon of asphalt (oil) and by cubic yard of aggregate. Thickness of sealing shall be no greater than ¼".

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per gallon of asphalt (oil), and per cubic yard of aggregate. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be

considered a part of the work and will not be measured or paid in addition to the above stated unit price.

Testing may be performed at the request of the County any time during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Final cleanup will include the removal of excess material considered detrimental to vegetation growth within the working area. Materials such as excess aggregate and other materials, as specified by the Engineer, will be removed at the Contractor's expense.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

The Contractor may be required to trim or prune and remove brush and trees in order to construct the project or to provide a horizontal clearance of approximately 2 feet inside the right-of-way line and a vertical clearance of at least 14 feet. For this operation, the method shall be approved by the Inspector.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS

Asphalt season starts April 1 and ends September 30.

No engine oil shall be used as a component of any asphalt or emulsion.

Application rates shall be ranged from 0.40 gallons per square yard to 0.50 gallons per square yard. The actual application rates will be determined in the field as directed by Engineer. An assumed rate of 0.45 gallons per square yard has been used for estimating purposes.

ITEM 302 – AGGREGATES FOR SURFACE TREATMENTS

Previously tested aggregates delivered to the project which are found to contain excessive quantities of dust (more than 0.5 percent passing the no. 40 sieve) during pre-coating, stockpiling or hauling operations, will be rejected, unless otherwise directed. Use test method Tex-200-F, Part I, for testing.

Application rates will be determined in the field, an assumed rate of 1 cubic yard per 115 square yard has been used for estimating purposes.

ITEM 316 – SURFACE TREATMENTS

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions, and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Ensure the accuracy of the Distance Measuring Instrument (DMI) with the Engineer, prior to marking the Emulsion and Rock Land shots.

Surface intersections to the limits as directed by Engineer.

Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust or other harmful material, mask off manhole covers and water valve covers prior to seal coat application. If necessary, blade pavement edges as directed by Engineer. Consider subsidiary to the pertinent Items.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Contractor is responsible for cleaning up any overspray seal coat material to curb and gutter, sidewalk or driveway.

Continue sweeping excess aggregate off the roadway and concrete areas up to two weeks after completing the work. This work is subsidiary to the pertinent Items.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor's traffic control measures be found unsatisfactory by the Engineer or Inspector, surfacing operations will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (1-1)-18, TCP (1-2)-18, TCP (7-1)-13, the Texas Manual on Uniform Traffic Control Devices, and the Work Zone Traffic Control Device List (WZTCDL).

Utilize barrels or plastic drums for all merging tapers.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 10 minutes). Have in place a contingency plan of how this will occur.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the "setup," unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in sufficient numbers and combinations, as directed. All traffic control devices are listed in TxDOT's WZTCDL.

Use a minimum of two (2) flaggers, two (2) advance warning flashing arrow panels (TY C), two (2) of each signs CW20-5R or CW20-5L with appropriate distance plaques and CW9-2R or CW9-2L and 28-in. cones at each location in which paving operations are in progress. Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B. This shall not be paid for directly, but shall be considered subsidiary to Item 300 and Item 302.

The contractor shall provide rumble strips at locations requiring flaggers, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Maintain enough workers to revise traffic control as directed.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic, regardless of

the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the temporary mounts subsidiary. Repair or replace any signs which are damaged by the Contractor's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

Contractor shall schedule work so that all lanes are open to traffic at night (after 6:00 P.M.), unless otherwise approved.

GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 300 ASPHALTS, OILS, AND EMULSIONS
ITEM 302 AGGREGATES FOR SURFACE TREATMENTS (300)(301)
ITEM 316 SURFACE TREATMENTS (210)(300)(302)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-003) (MOD)
SPECIAL PROVISION TO ITEM 300 (300-009)

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Texas Department of Transportation

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.5., "Specialty Emulsions." The first sentence is voided and replaced with the following:

Specialty emulsions shall be either asphalt-based, and must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

Section 300.2.5., "Specialty Emulsions," is supplemented by the following:

Table 11A
Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53[1]	250	--
Uniformity	D 2939	Pass[2]	
Resistance to heat	D 2939	Pass[3]	
Resistance to water	D 2939	Pass[4]	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional)[5]	D 2939	Pass[6]	
Ultraviolet exposure, UVA-340, 0.77 W/m^2, 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure[7]	G 154	Pass[8]	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation: Penetration, 77°F, 100 g, 5 sec. Flash point, Cleveland open cup, °F	 T 49 T 48	 15 500	 30
Tests on base asphalt before emulsification Solubility in trichloroethylene, %	 T 44	 98	 --

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 300.2., "Materials." The first paragraph is voided and replaced by the following.

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

Section 300.2.10. "Performance-Graded Binders," is supplemented by the following:

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

Limit the use of re-refined engine oil bottoms to no more than 5.0% by weight of the asphalt binder.

INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	ESTIMATE OF QUANTITIES SUMMARY
3	MISCELLANEOUS DETAILS
4 - 10	SEAL COAT PLANS
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22	TCP(1-2)-18
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WILLIAMSON COUNTY

DEPARTMENT OF INFRASTRUCTURE

3151 S.E. INNER LOOP
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512-943-3330
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PLANS FOR PROPOSED

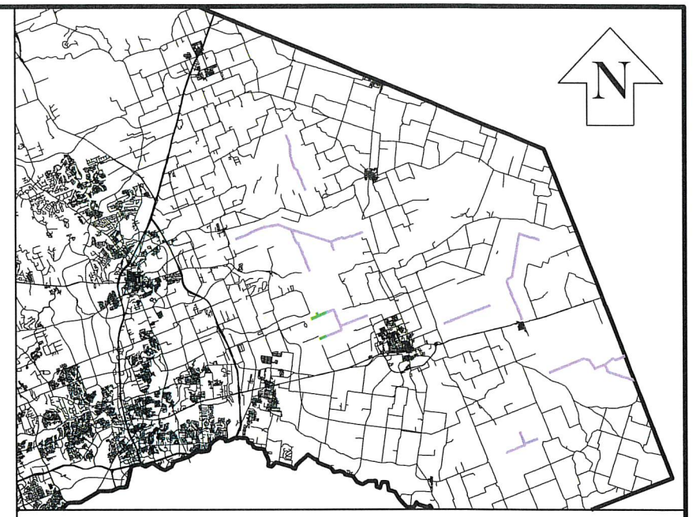
COUNTY ROAD SEAL COAT - FY 19

IMPROVEMENTS

(CR 124, CR 192, CR 320, CR 341, CR 368, COTTON ROWS LN, CR 369, CR 412, CR 424, CR 434, CR 439, CR 470, CR 498)

Project No. XXXX-XXX
MAY 2019

WILLIAMSON COUNTY
1848



LOCATION MAP
N.T.S.

COUNTY ROADS TO BE SEAL COATED

ROADS TO BE SEAL COATED (INSIDE TAYLOR CITY LIMITS)

GENERAL PROJECT INFO:
COUNTY ROAD SEAL COAT PROJECT CONSIST OF SINGLE COURSE SEAL COATING (APPROXIMATELY 496,108 SQUARE YARDS)

LIMITS: SEE PLAN SHEETS

#		#	
#		#	
#		#	
#		#	
#	SHEETS AFFECTED	BY	DATE

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

WILLIAMSON COUNTY

DESIGNED BY:

KON Q. KWAN, P.E. PROJECT ENGINEER 5/30/19 DATE

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EVERTSON, P.E. COUNTY ENGINEER 5/30/19 DATE

1 OF 25

2019_SEAL COAT TITLE01.dgn
5/22/2019 2:25:13 PM

Estimate of Quantities Summary
County Road Seal Coat - FY 19
Williamson County - Texas

ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	4314
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	223,249
500	2001	MOBILIZATION	LS	1
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2

County Roads Quantities
County Road Seal Coat - FY 19
Williamson County - Texas

ROAD	LENGTH (FT)	WIDTH (FT)	INTERSECTIONS	AREA (SF)
CR 124	41,880	20	12	837,600
CR 192	14,655	20	3	293,100
CR 320	18,525	19	8	351,975
CR 341	2,700	20	1	54,000
CR 368	7,605	22	1	167,310
CR 368 (City)	5,205	22	1	114,510
Cotton Rows Ln (City)	1,118	20	1	22,360
CR 369	15,380	22	2	338,360
CR 369 (City)	2,380	22	1	52,360
CR 412	15,620	32	3	499,840
CR 424	35,100	20	6	702,000
CR 434	27,060	20	6	541,200
CR 439	11,000	20	1	220,000
CR 470	10,420	18	4	187,560
CR 498	4,600	18	2	82,800
			TOTAL	**4,464,975**

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
05/30/2019

2019_SEAL COAT_PLAN02.dgn
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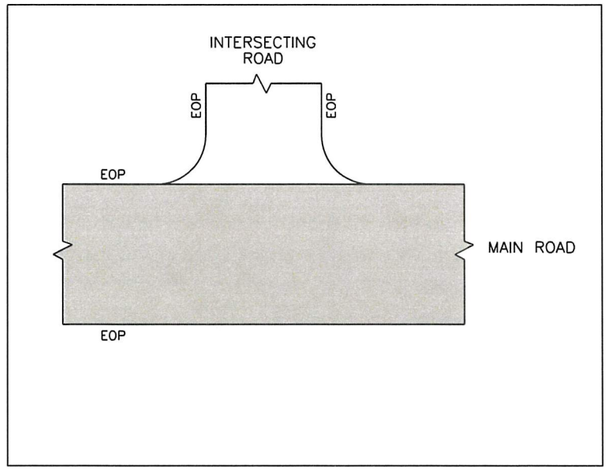
COUNTY ROAD
SEAL COAT
FY 19

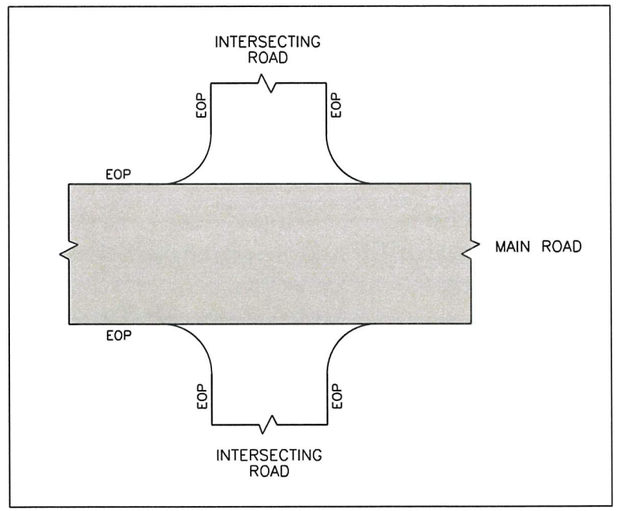
ESTIMATE OF
QUANTITIES SUMMARY

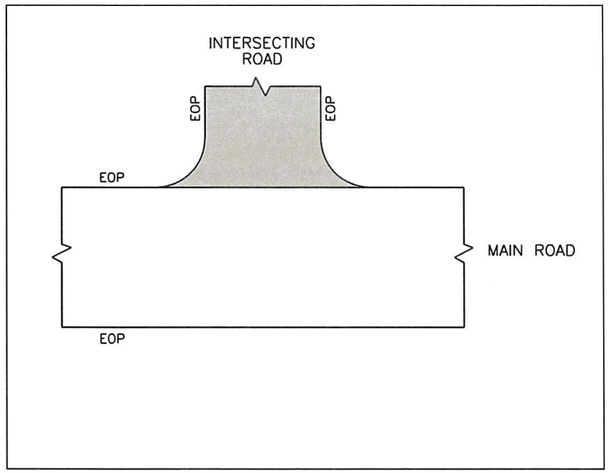
WILLIAMSON COUNTY
TEXAS

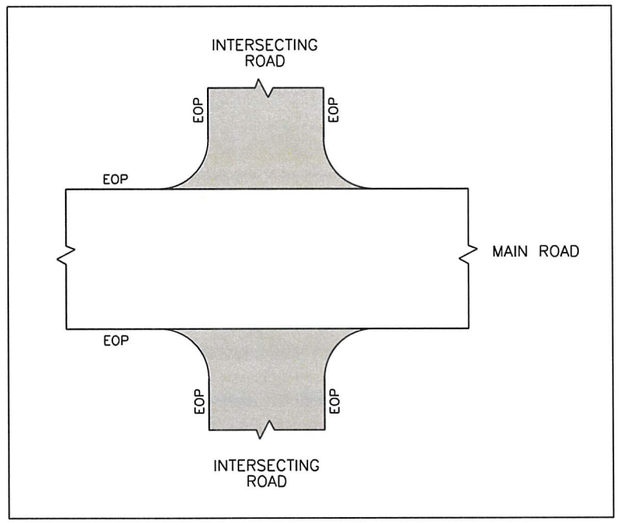
PROJECT: SEAL COAT FY 19
DATE: 5/22/2019
DESIGNED: KQK
DRAWN: KQK
REVIEWED: KQK

SHEET
2 OF 25









INTERSECTION DETAILS
N.T.S.

LEGEND

SEAL COAT

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
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COUNTY ROAD
SEAL COAT
FY 19

MISCELLANEOUS DETAILS

WILLIAMSON COUNTY 1848

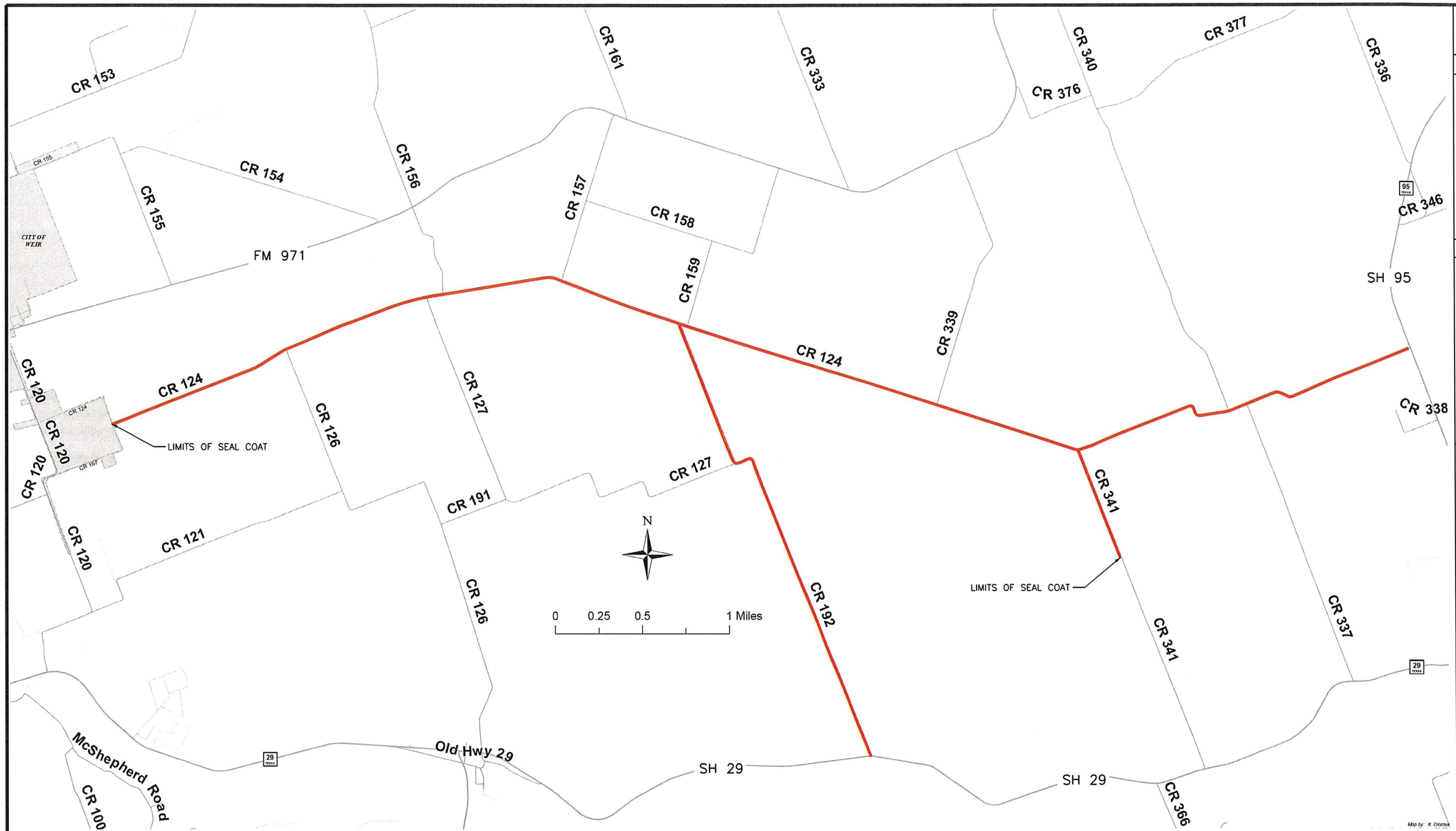
STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
05/30/2019

PROJECT: SEAL COAT FY 19	
DATE:	5/22/2019
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REVIEWED:	KQK

SHEET

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NOTE:

- CR 124 SEAL COAT LIMITS FROM WEIR CITY LIMITS TO SH 95.
- CR 192 SEAL COAT ENTIRE LENGTH OF ROAD.
- CR 341 SEAL COAT LIMITS FROM CR 124 TO 2,700' SOUTH (STOP AT BRIDGE OVER PECAN BRANCH).

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
05/30/2019

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
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COUNTY ROAD
SEAL COAT
FY 19

CR 124, CR 192 AND CR 341 PLAN

WILLIAMSON COUNTY 1848

PROJECT: SEAL COAT FY 19	DATE: 5/22/2019	DESIGNED: KQK	DRAWN: KQK	REVIEWED: KQK

SHEET
4 OF 25

2019_SEAL COAT_PLAN04.dgn
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NOTE:

CR 320 SEAL COAT ENTIRE LENGTH OF ROAD.

STATE OF TEXAS
KON Q. KWAN
90584
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PROFESSIONAL ENGINEER
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COUNTY ROAD
SEAL COAT
FY 19

CR 320 PLAN

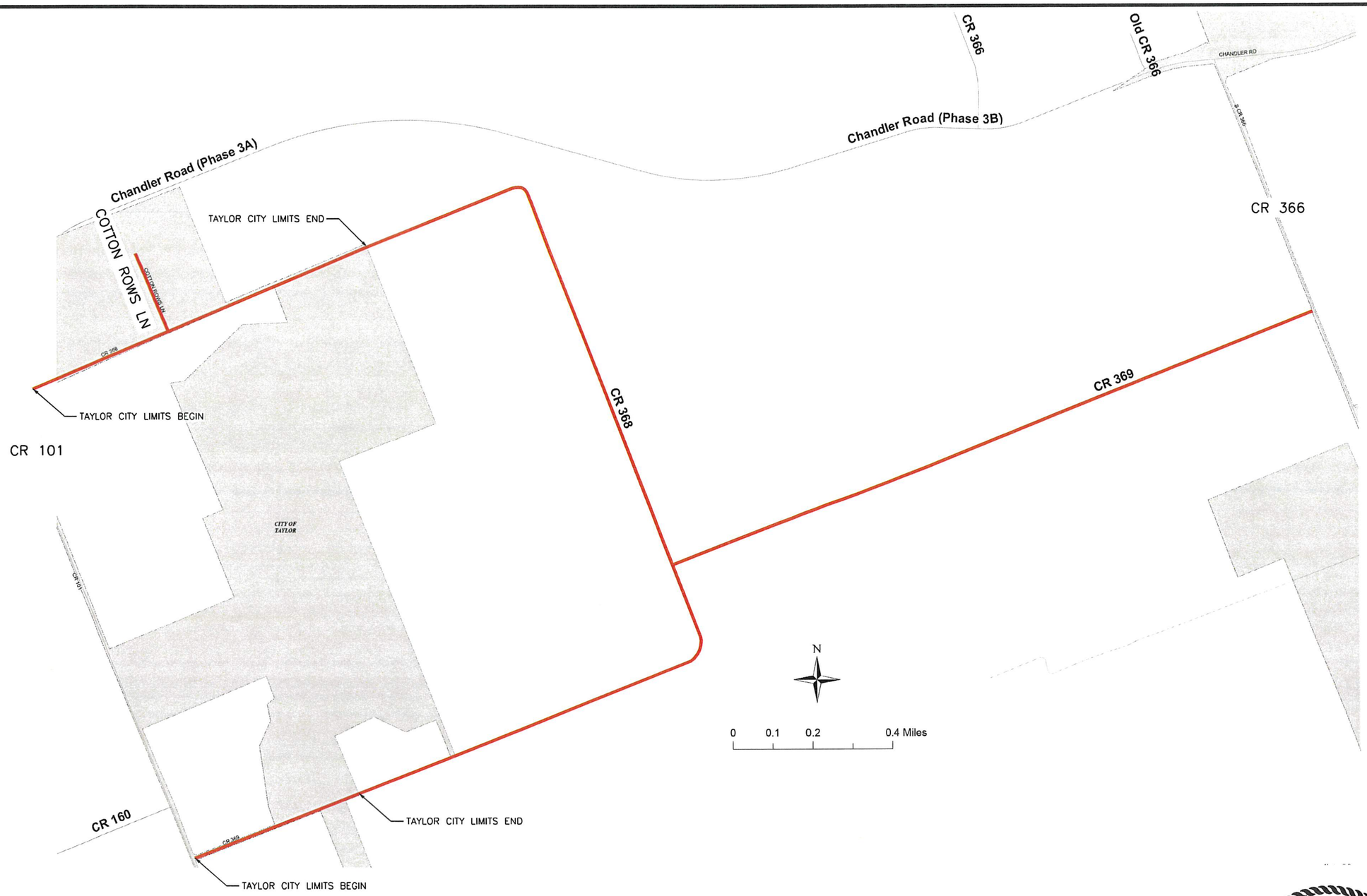
WILLIAMSON COUNTY 1848

PROJECT: SEAL COAT FY 19	
DATE: 5/22/2019	
DESIGNED: KQK	
DRAWN: KQK	
REVIEWED: KQK	

SHEET

5 OF 25

2019_SEAL COAT_PLAN05.dgn
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NOTE:

* CR 368 SEAL COAT LIMITS FROM CR 101 TO TAYLOR CITY LIMITS (COT), FROM TAYLOR CITY LIMITS TO CR 369 (WILCO).
* COTTON ROWS LN SEAL COAT ENTIRE LENGTH OF ROAD (COT).
* CR 369 SEAL COAT LIMITS FROM CR 101 TO TAYLOR CITY LIMITS (COT), FROM TAYLOR CITY LIMITS TO CR 366 (WILCO).

STATE OF TEXAS
KON Q. KWAN
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PROFESSIONAL ENGINEER
05/30/2019

NO	DESCRIPTION	BY	DATE

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COUNTY ROAD
SEAL COAT
FY 19

CR 368 AND CR 369 PLAN

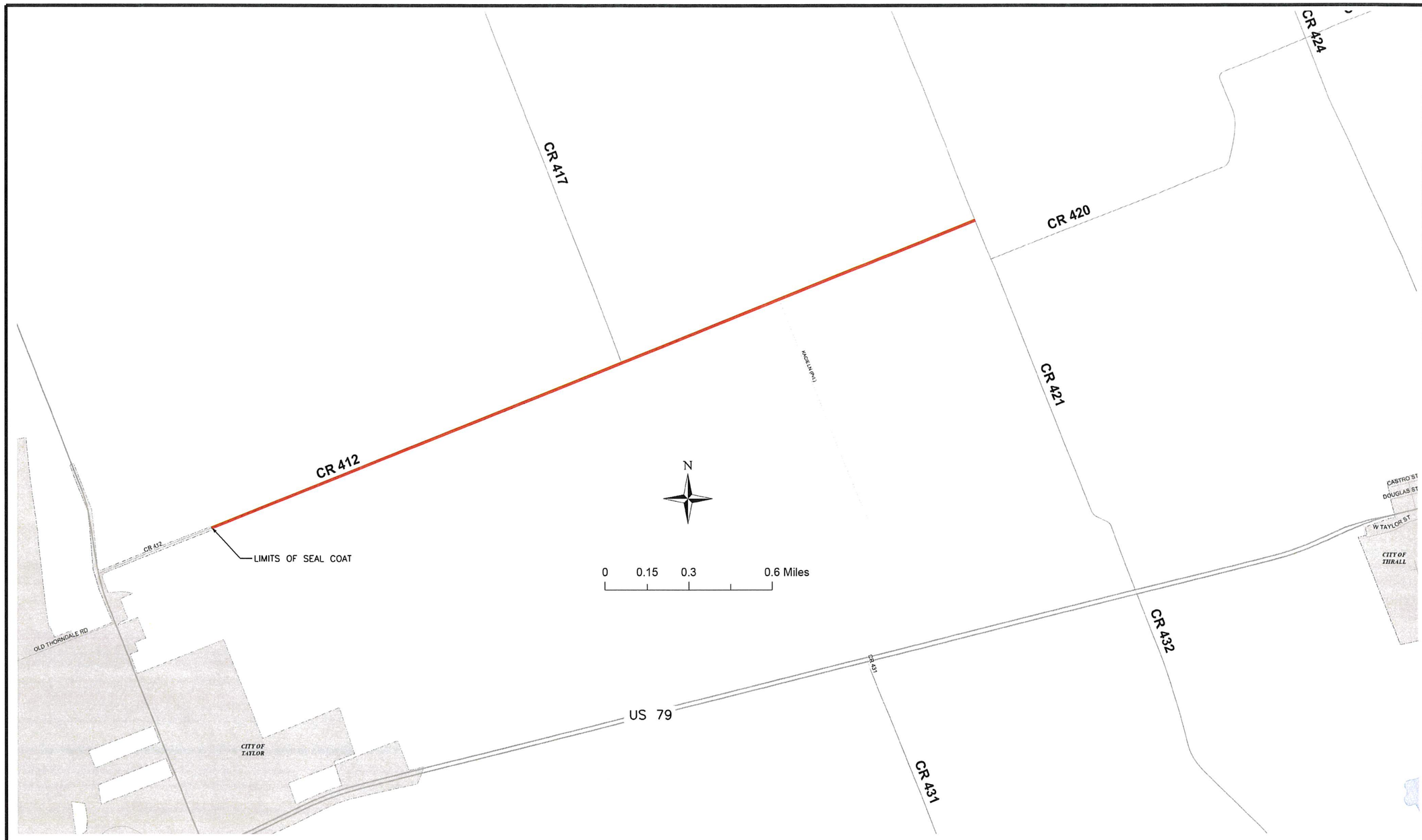
WILLIAMSON COUNTY TEXAS

PROJECT: SEAL COAT FY 19			
DATE: 5/22/2019	DESIGNED: KQK	DRAWN: KQK	REVIEWED: KQK

SHEET

6 OF 25

2019_SEAL COAT_PLAN06.dgn
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NOTE:

* CR 412 SEAL COAT LIMITS FROM TAYLOR CITY LIMITS TO CR 421.

STATE OF TEXAS
KON Q. KWAN
90584
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PROFESSIONAL ENGINEER
05/30/2019

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COUNTY ROAD
SEAL COAT
FY 19

CR 412 PLAN

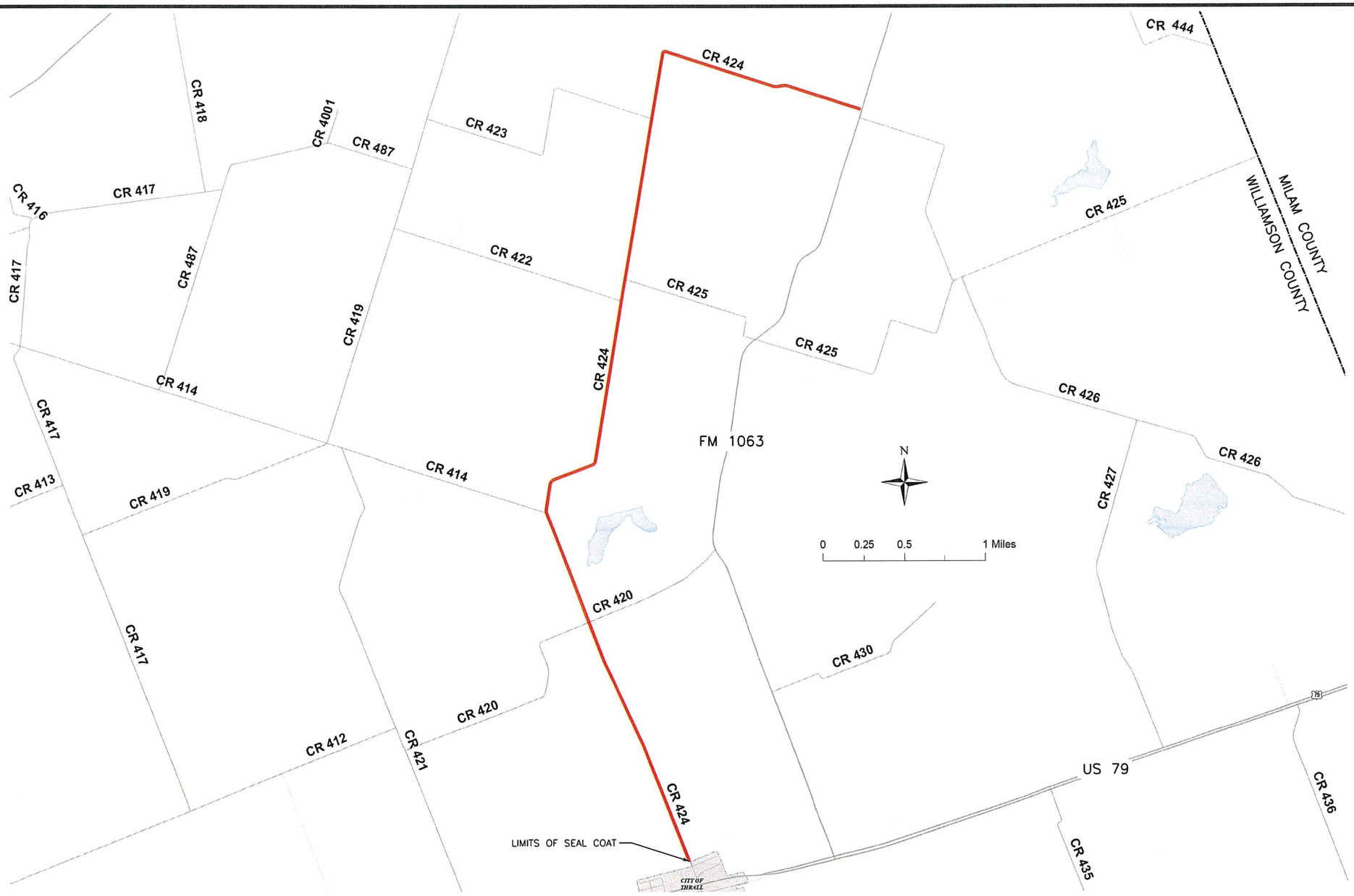
WILLIAMSON COUNTY 1848

PROJECT: SEAL COAT FY 19			
DATE: 5/22/2019	DESIGNED: KQK	DRAWN: KQK	REVIEWED: KQK

SHEET

7 OF 25

2019_SEAL COAT_PLAN07.dgn
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NOTE:

* CR 424 SEAL COAT LIMITS FROM THRALL CITY LIMITS TO FM 1063.

STATE OF TEXAS
KON Q. KWAN
90584
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PROFESSIONAL ENGINEER
05/30/2019

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
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COUNTY ROAD
SEAL COAT
FY 19

CR 424 PLAN

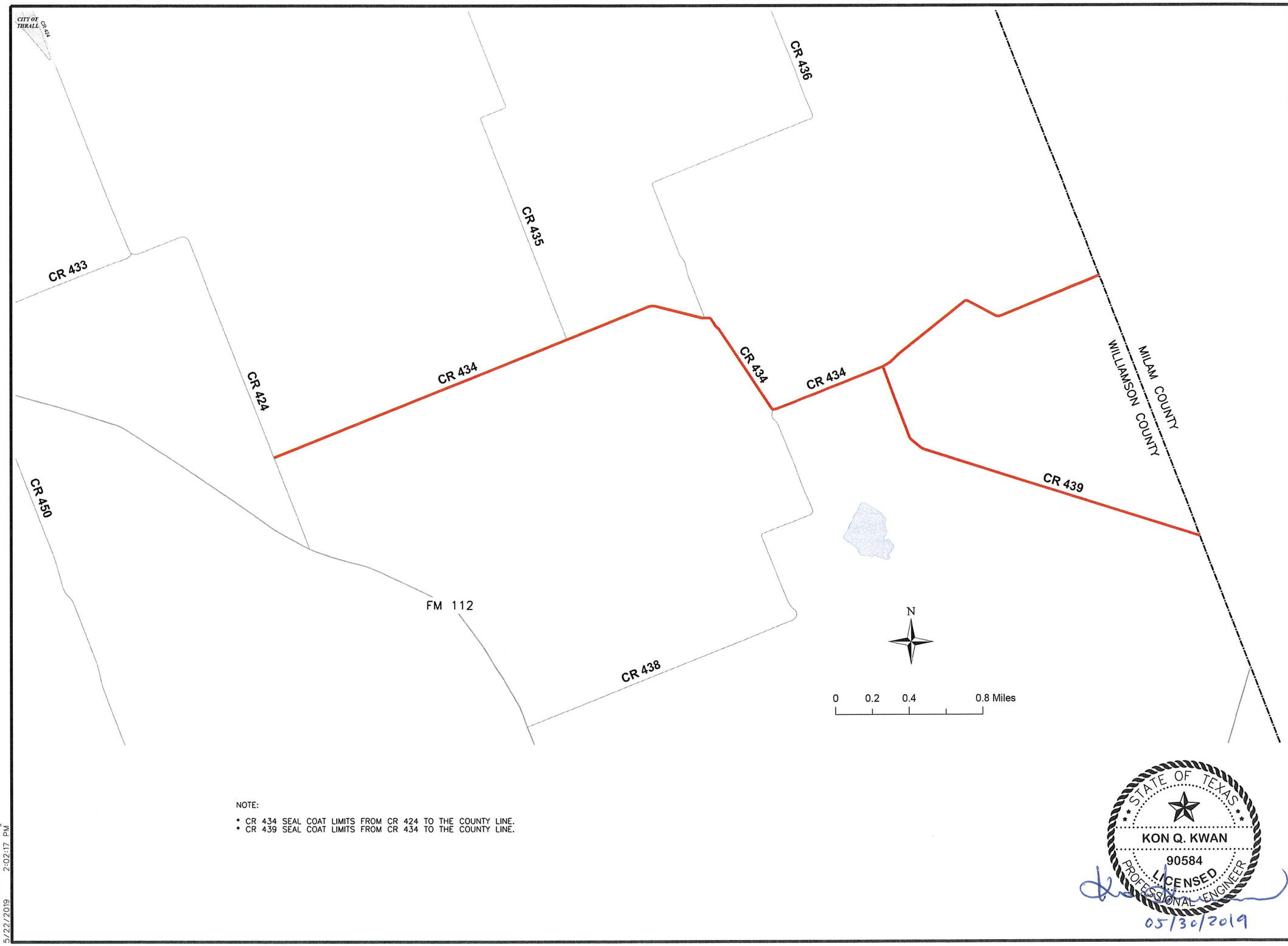
WILLIAMSON COUNTY 1848

PROJECT: SEAL COAT FY 19	
DATE: 5/22/2019	
DESIGNED: KQK	
DRAWN: KQK	
REVIEWED: KQK	

SHEET

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NOTE:

* CR 434 SEAL COAT LIMITS FROM CR 424 TO THE COUNTY LINE.
* CR 439 SEAL COAT LIMITS FROM CR 434 TO THE COUNTY LINE.

STATE OF TEXAS
KON Q. KWAN
90584
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PROFESSIONAL ENGINEER
05/30/2019

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
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COUNTY ROAD
SEAL COAT
FY 19

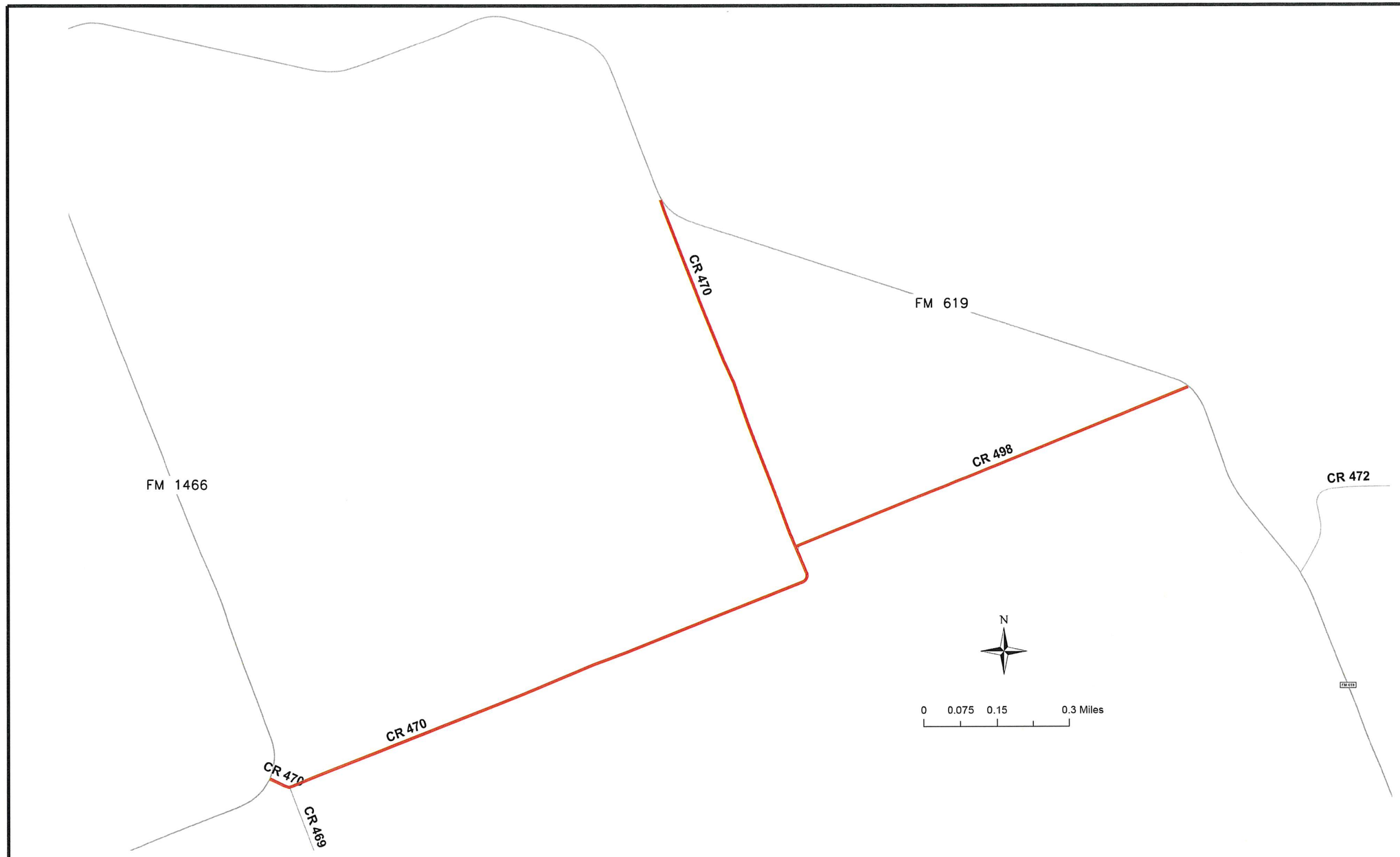
CR 434 AND CR 439 PLAN

WILLIAMSON COUNTY TEXAS

PROJECT: SEAL COAT FY 19
DATE: 5/22/2019
DESIGNED: KQK
DRAWN: KQK
REVIEWED: KQK

SHEET
9 OF 25

2019_SEAL COAT_PLAN09.dgn
5/22/2019 2:02:17 PM



NOTE:

* CR 470 SEAL COAT ENTIRE LENGTH OF ROAD.
* CR 498 SEAL COAT ENTIRE LENGTH OF ROAD.

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER
05/30/2019

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
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COUNTY ROAD
SEAL COAT
FY 19

CR 470 AND CR 498 PLAN

WILLIAMSON COUNTY
1848

PROJECT: SEAL COAT FY 19
DATE: 5/22/2019
DESIGNED: KQK
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REVIEWED: KQK

SHEET
10 OF 25

2019_SEAL COAT_PLAN10.dgn
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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

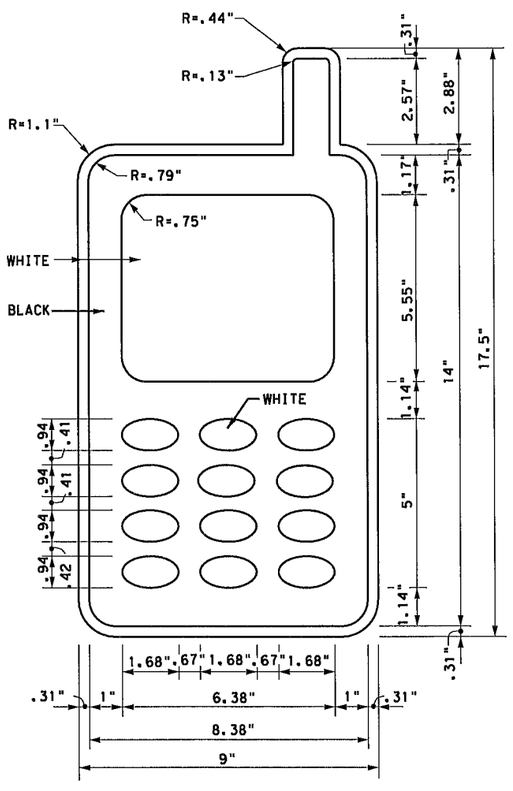
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.





3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

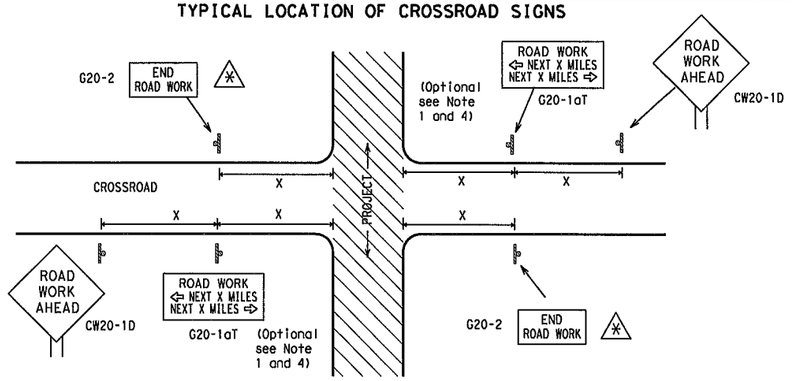
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-03 5-10 8-14 9-07 7-13	DIST	COUNTY		SHEET NO. 52

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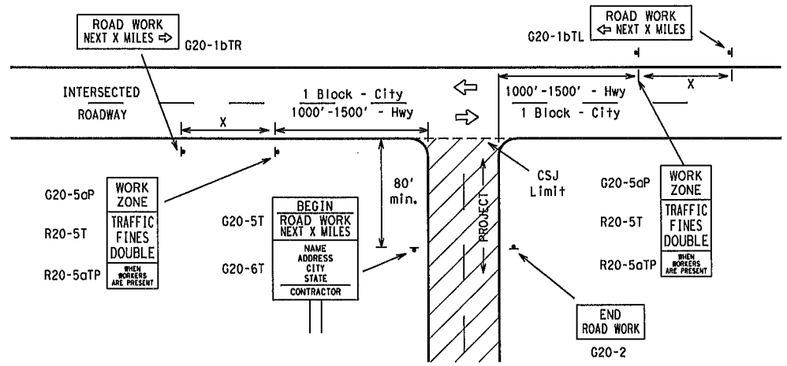
TYPICAL LOCATION OF CROSSROAD SIGNS



✱ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

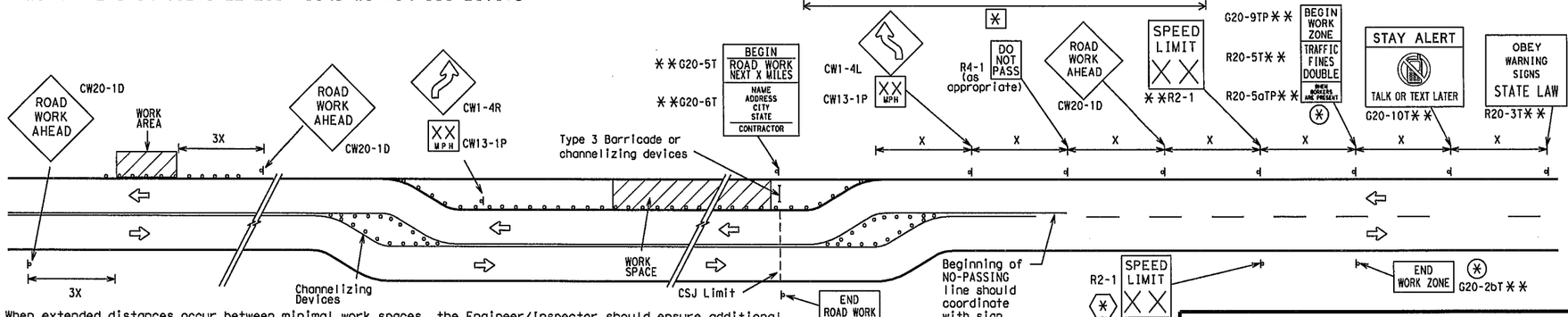
✱ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

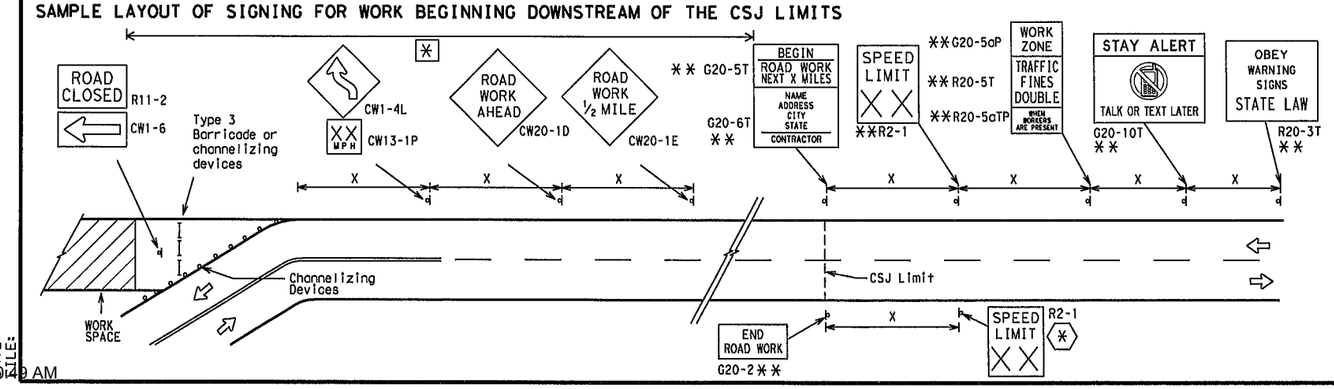
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

✱ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

✱✱ Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

✱ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

✱ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⟼	Type 3 Barricade
○○○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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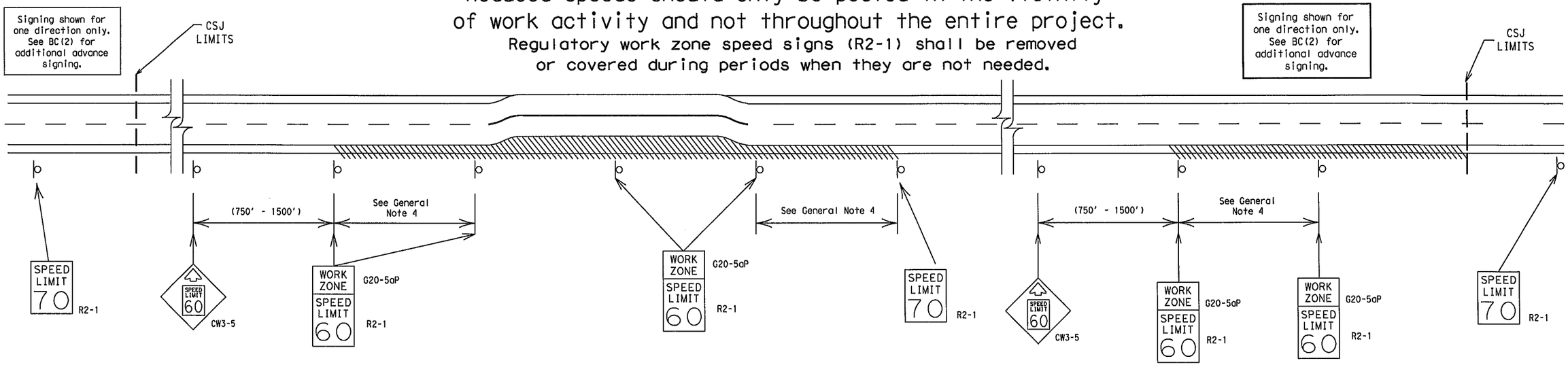
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

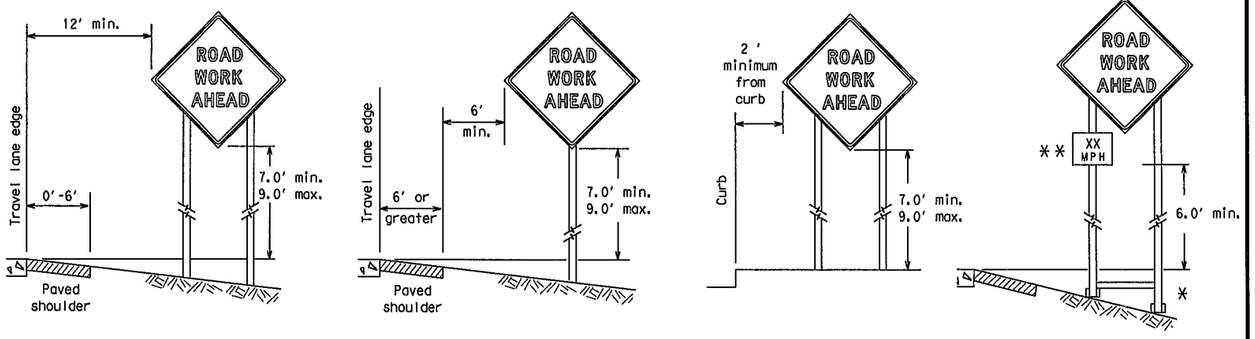
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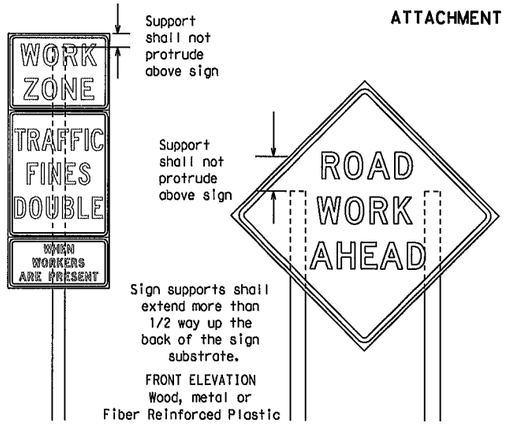
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

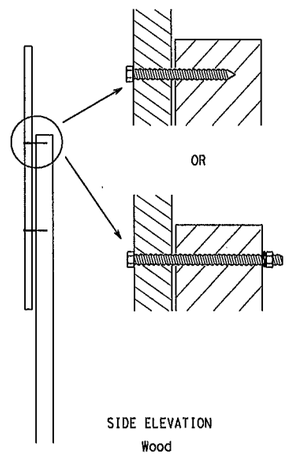


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





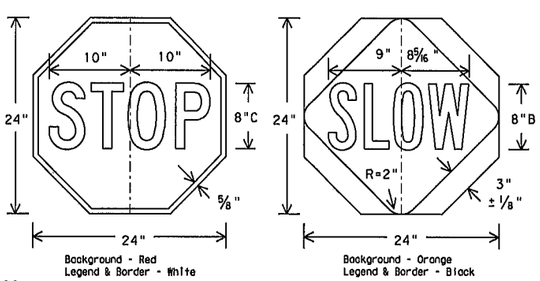
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

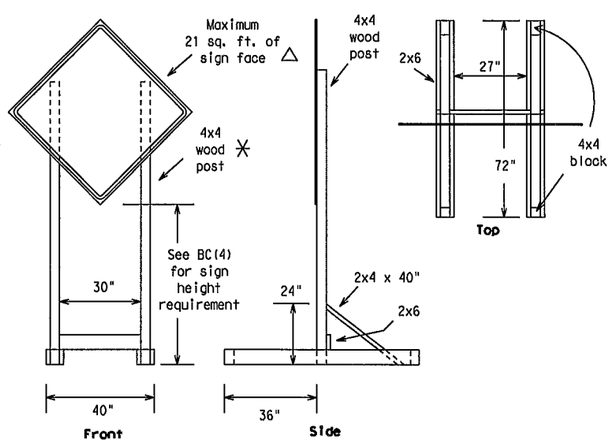
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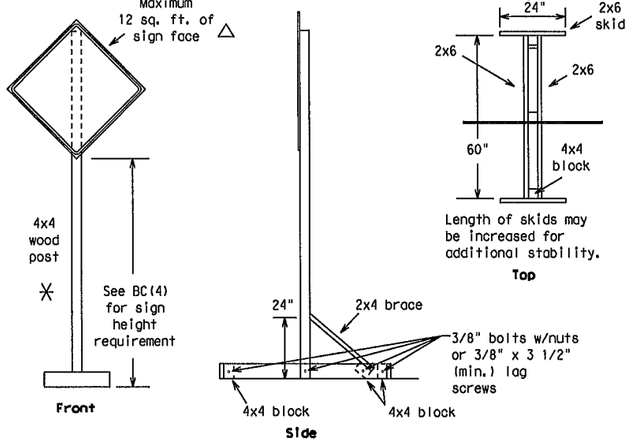
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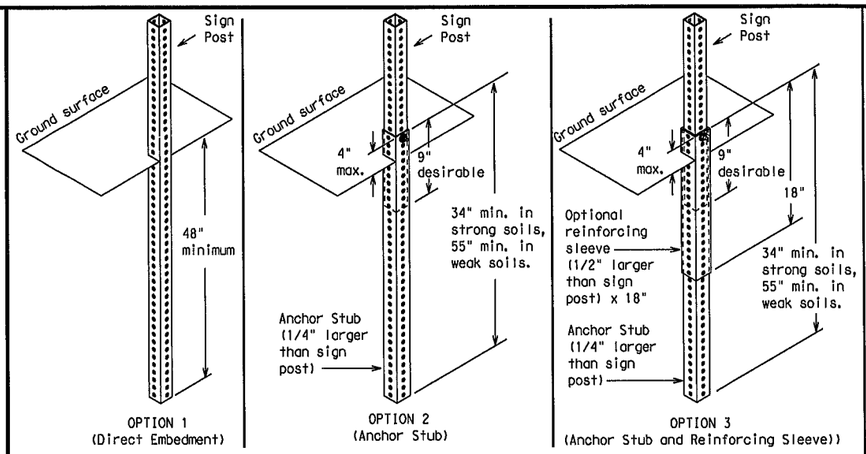
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SKID MOUNTED WOOD SIGN SUPPORTS

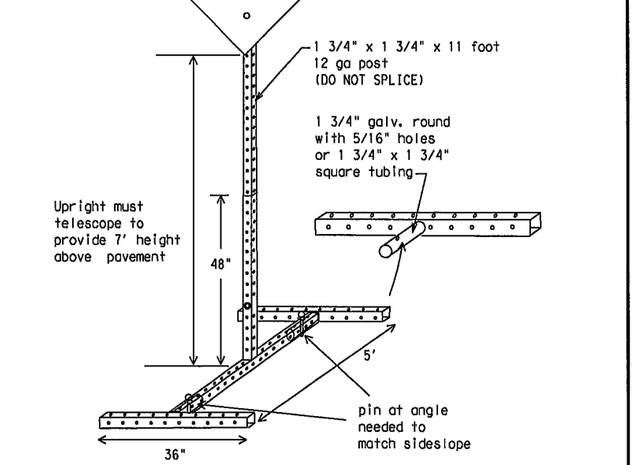
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

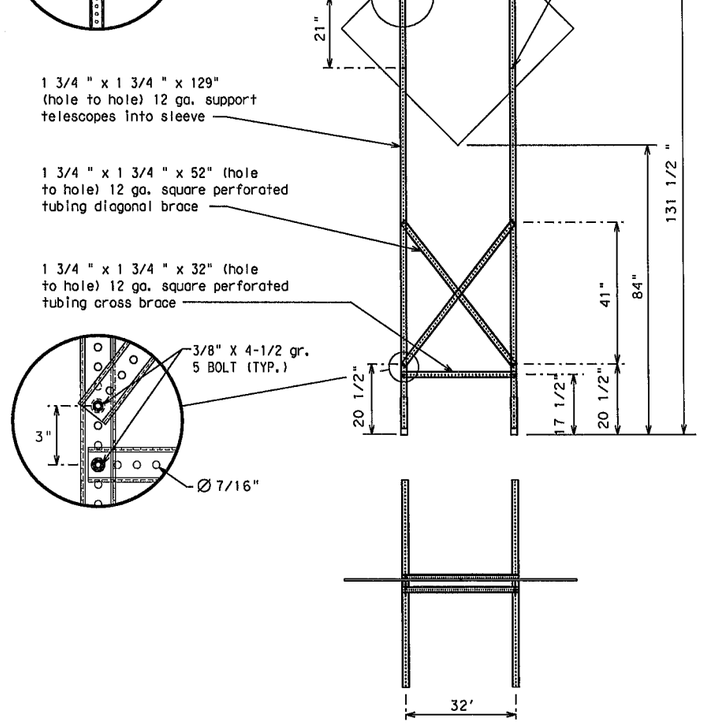


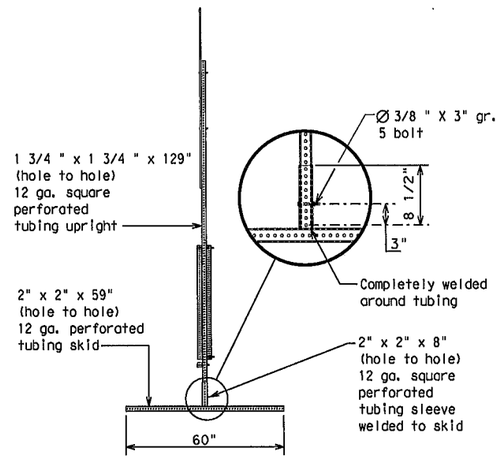
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

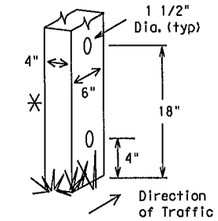
Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

* STAY IN LANE in Phase 2 must be used with LANES SHIFT in Phase 1.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

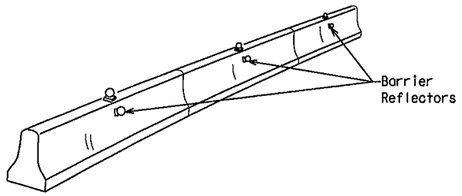
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© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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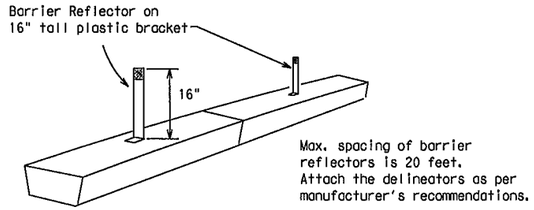
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

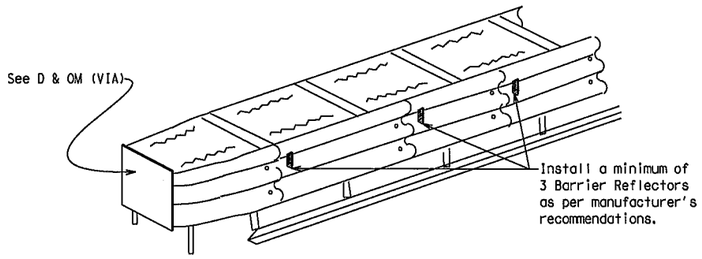


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

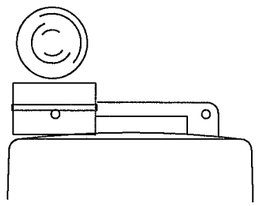


DELINEATION OF END TREATMENTS

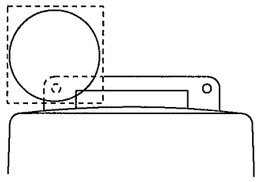
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

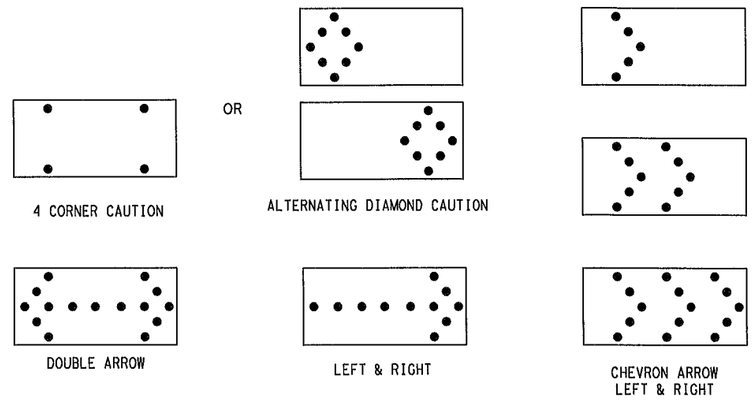
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

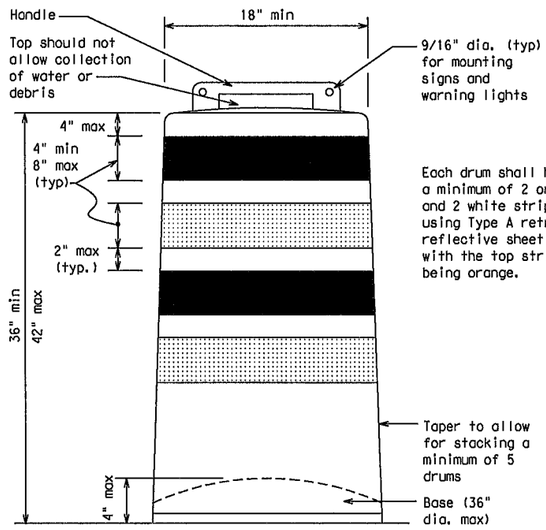
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

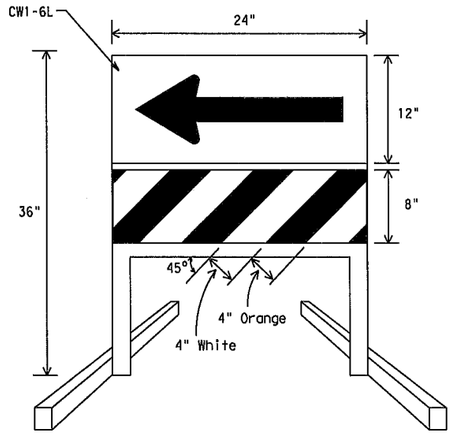
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

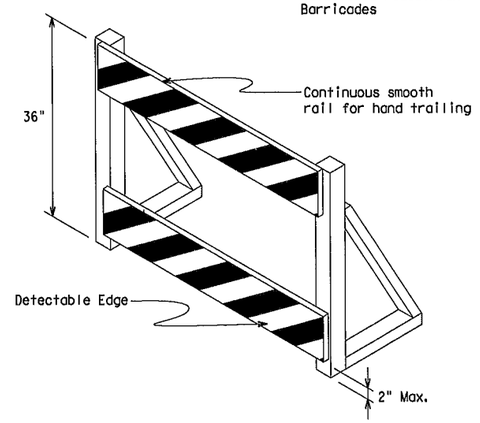




DIRECTION INDICATOR BARRICADE

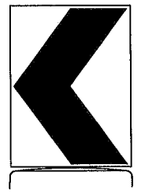
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

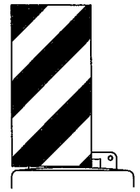


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

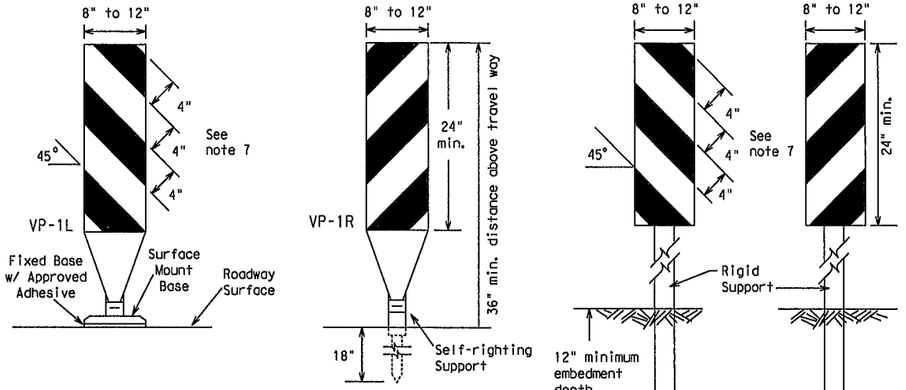
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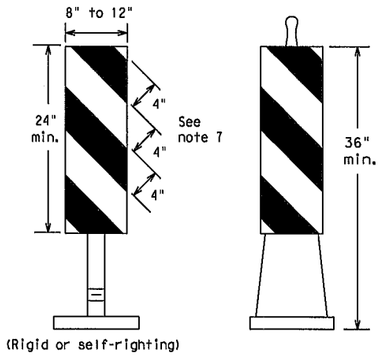
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FIXED
(Rigid or self-righting)

DRIVEABLE

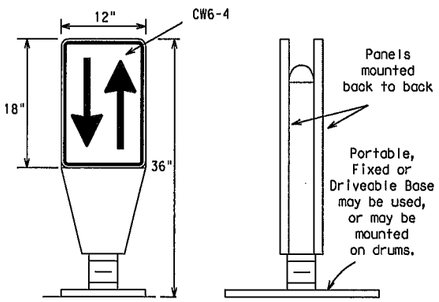


(Rigid or self-righting)

PORTABLE

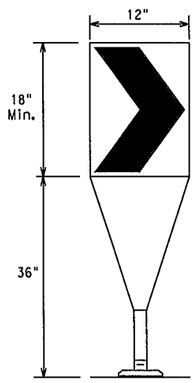
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

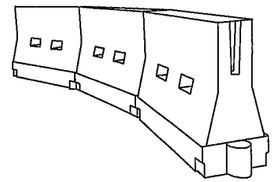
OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

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Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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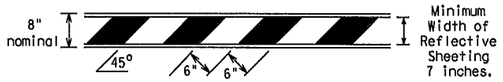
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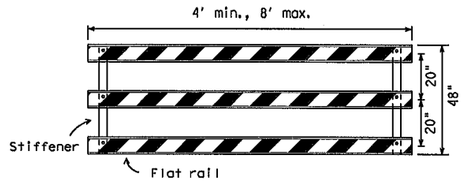
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



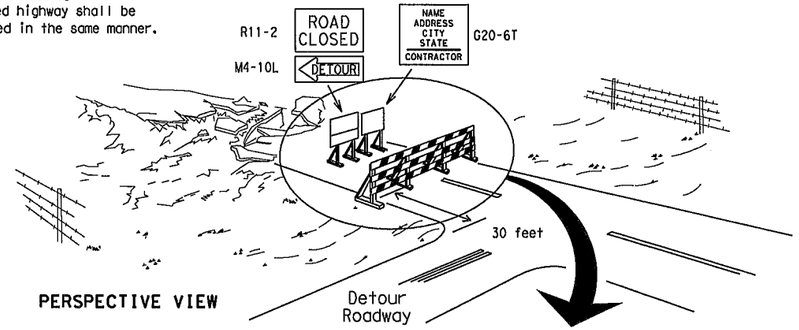
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

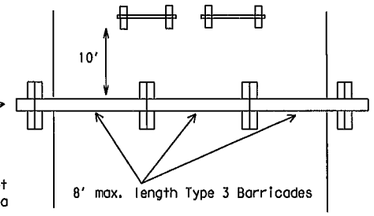
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

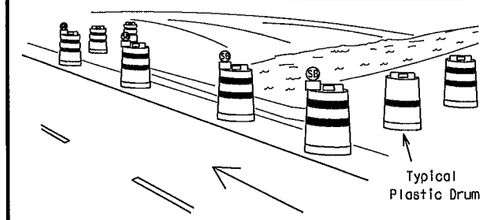
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

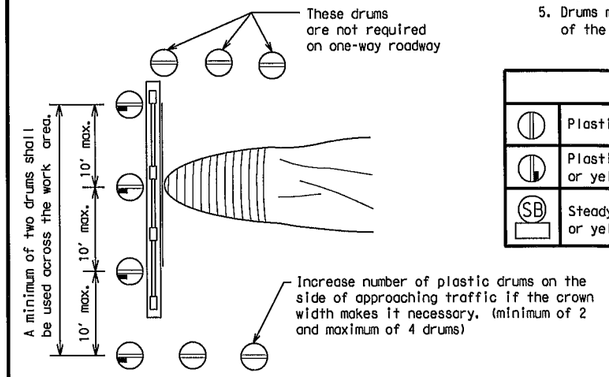
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

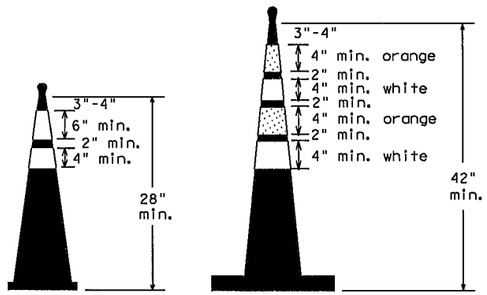
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

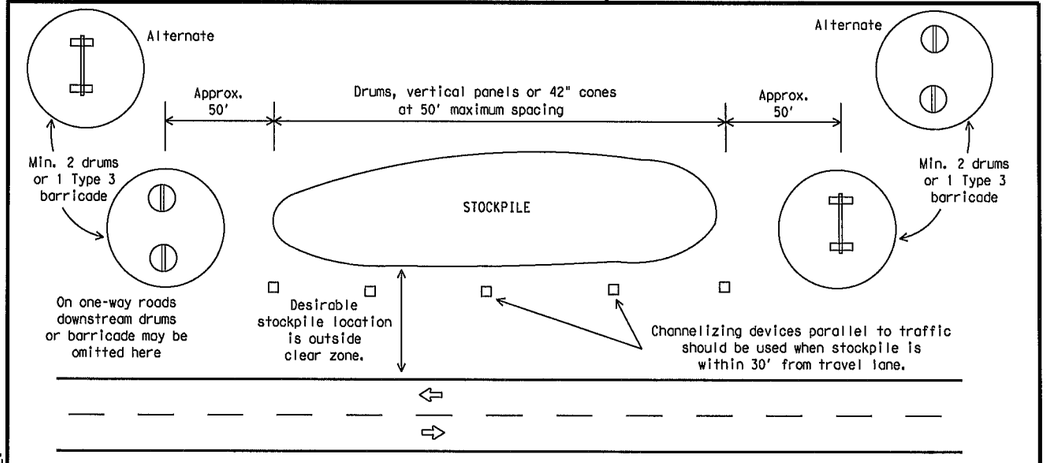
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

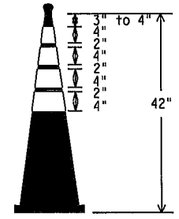
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

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Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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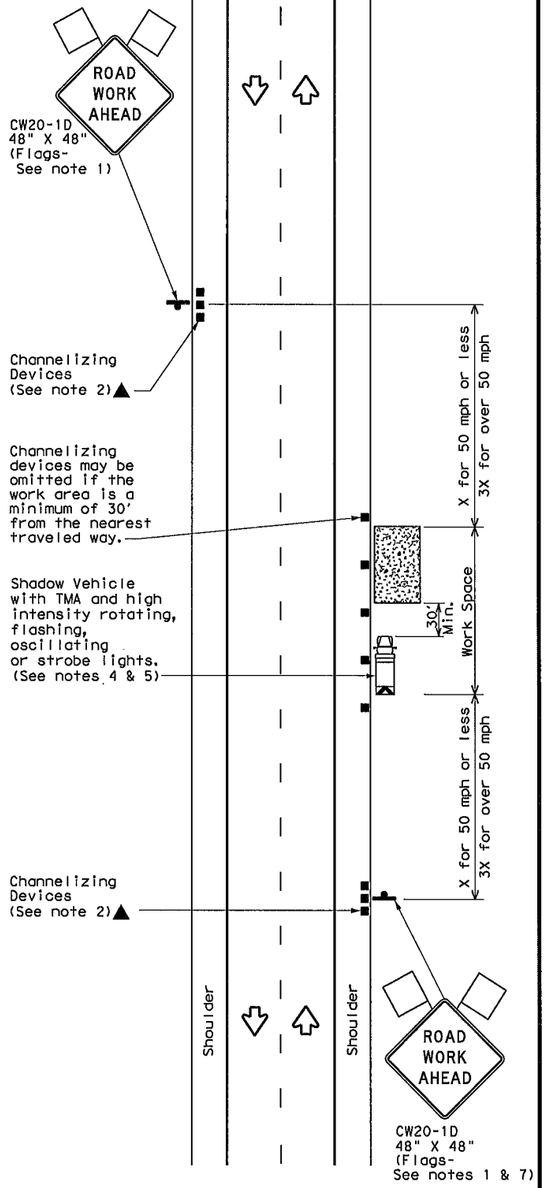
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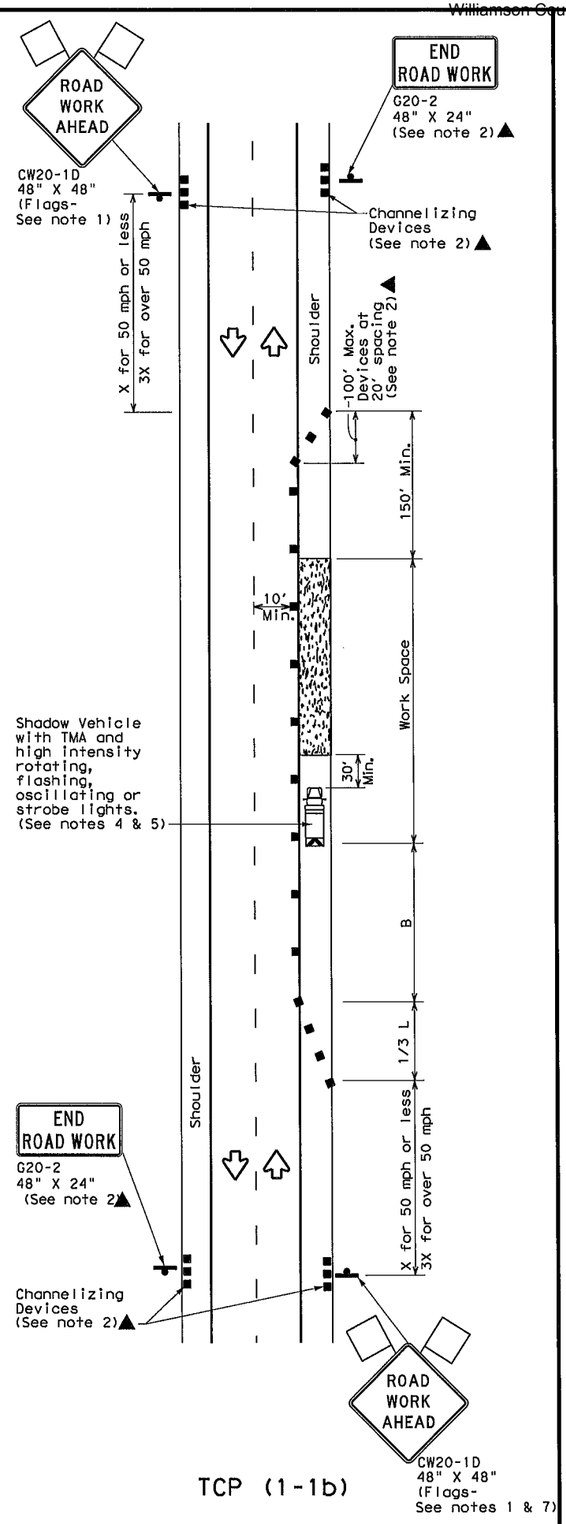
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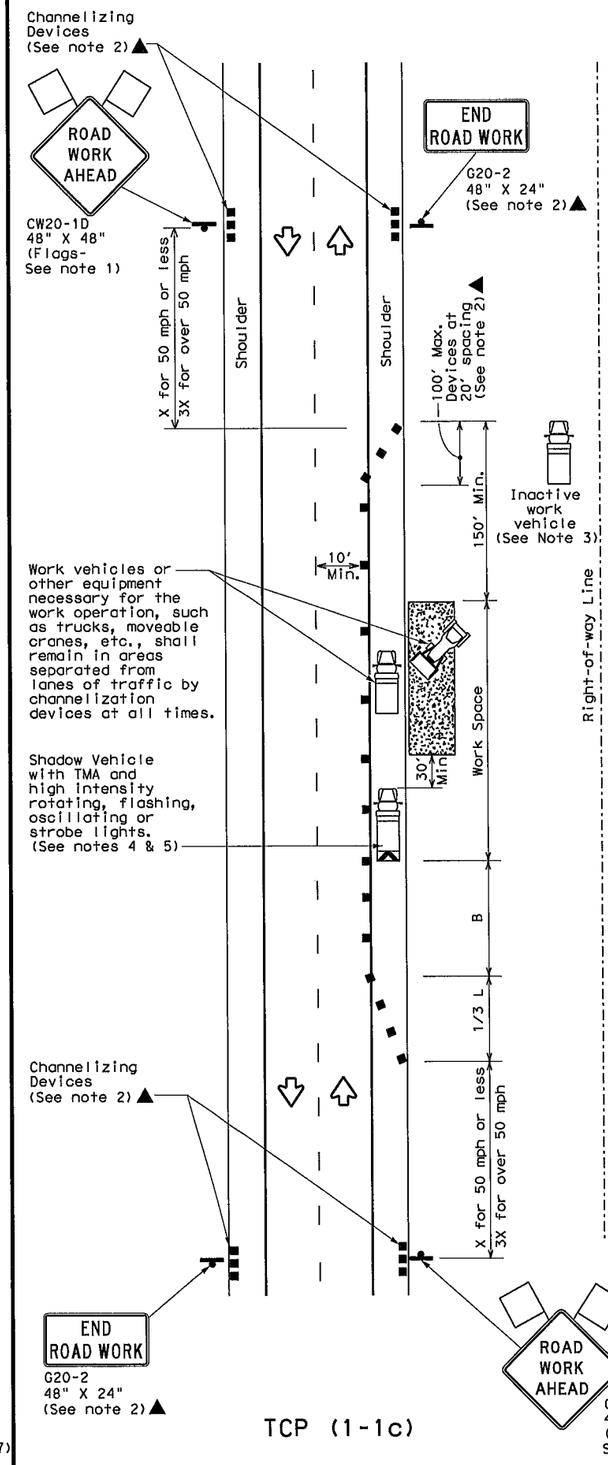
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

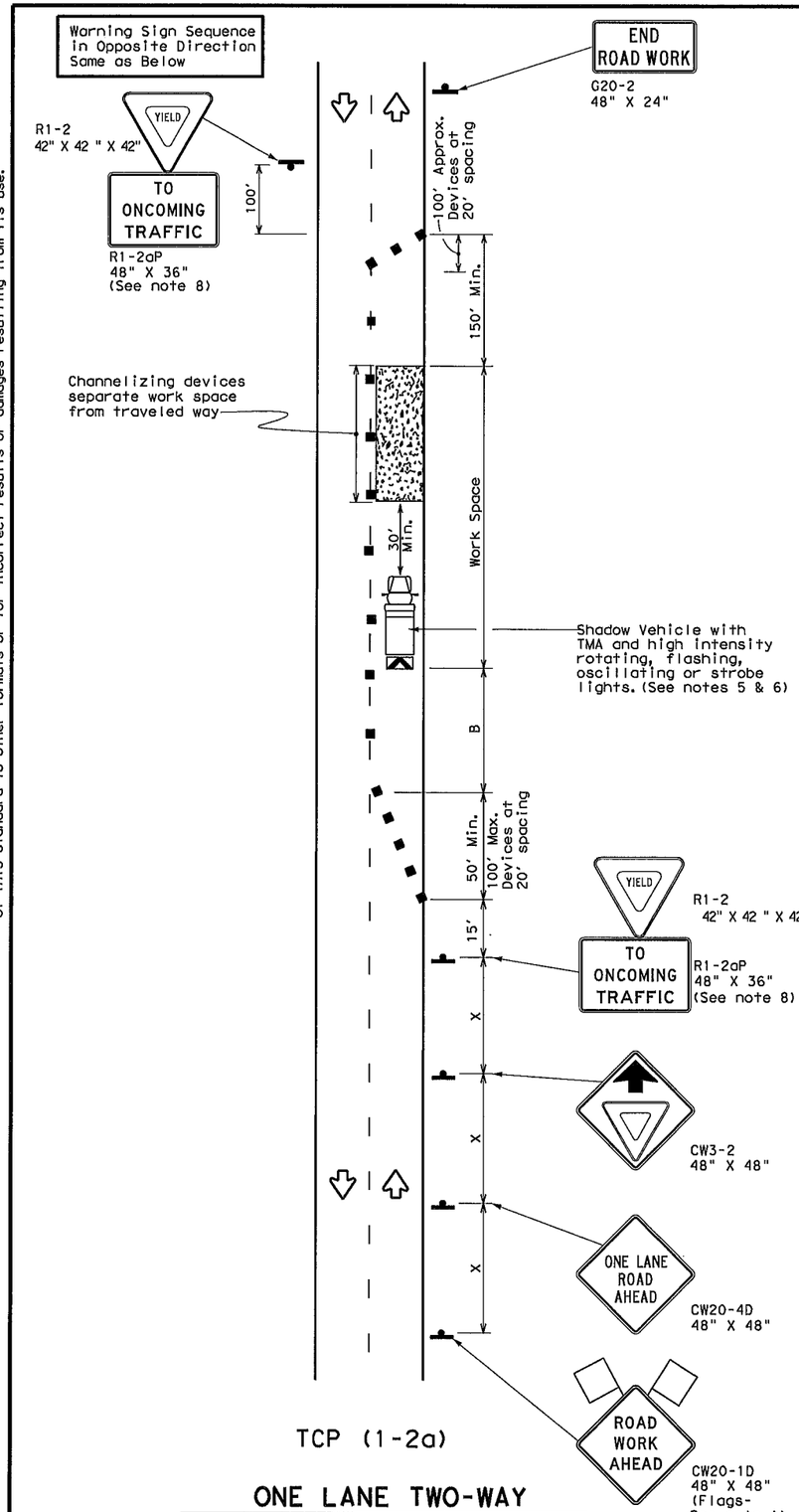
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

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REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 21

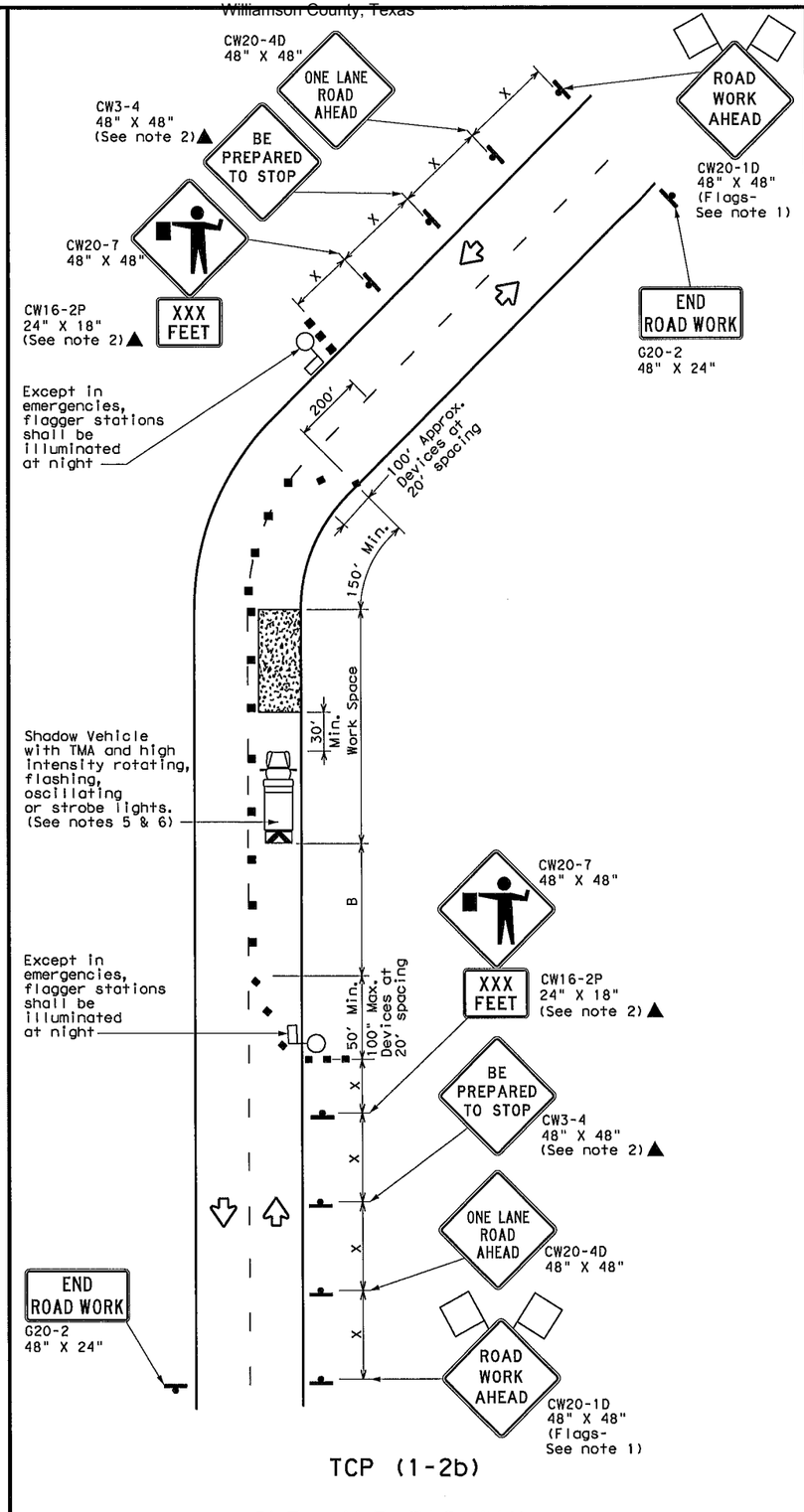
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DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

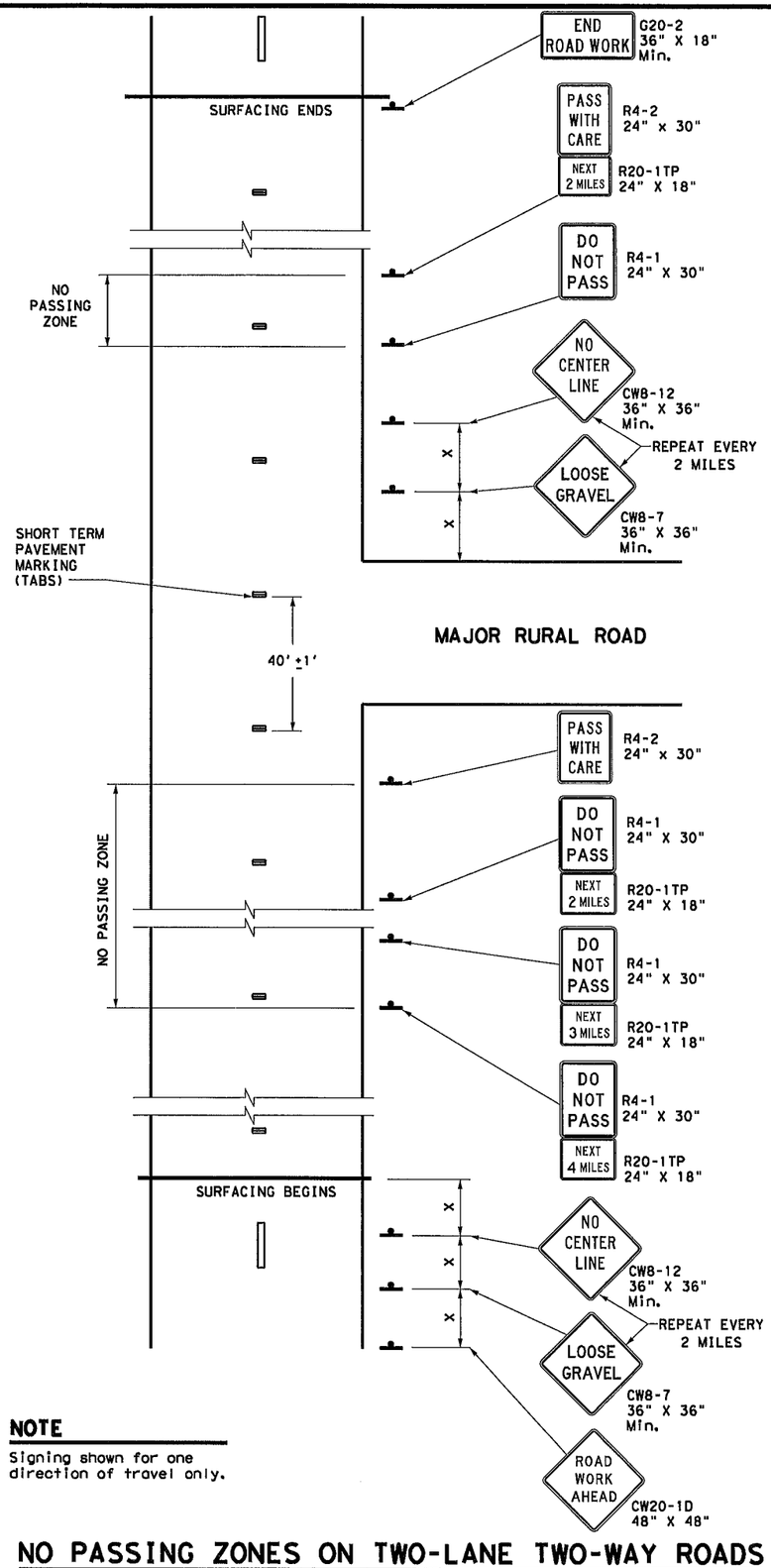
TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO. 22 63

152

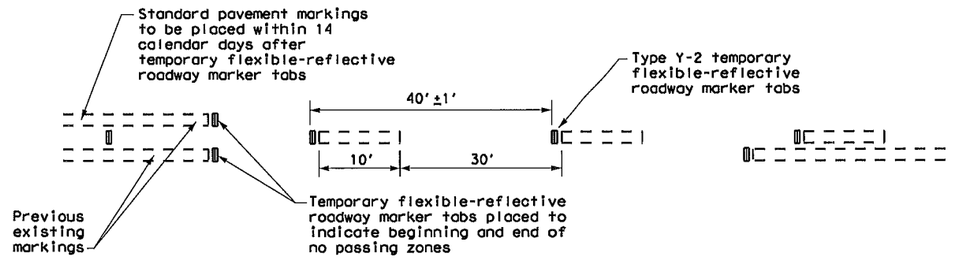
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NOTE

Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

A. Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

B. At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.

C. Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.

D. R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

A. Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.

B. At the time construction activity obliterates the existing center line markings(low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.

C. The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

A. When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.

B. The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

A. Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement
no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.

B. Tabs shall not be used to simulate edge lines.

C. Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

A. The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.

B. Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T)sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
			✓	✓

GENERAL NOTES

1. The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
2. The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
3. Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
4. When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
5. Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.

Texas Department of Transportation | Traffic Operations Division Standard

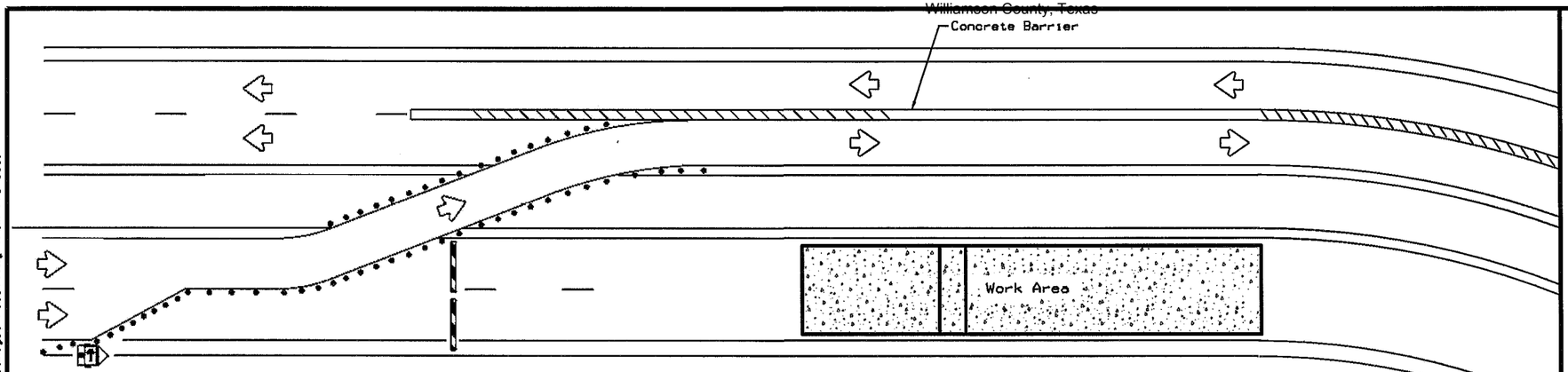
TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

TCP(7-1)-13

FILE: tcp7-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT March 1991	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-92 4-98	DIST	COUNTY		SHEET NO.
1-97 7-13				23 64

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NOTES:

1. Length of Safety Glare screen will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular safety glare screen units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one safety glare screen unit.
3. Screen Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Sign Face Materials, Type B or C Yellow, minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one glare screen panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed with reflective sheeting as described.
4. Payment for these devices will be under statewide Special Specification "Modular Glare Screens for Headlight Barrier."
5. This detail is only intended to show types of locations where Glare Screens would be appropriate. Required signing and other devices shall be as shown elsewhere in the plans.

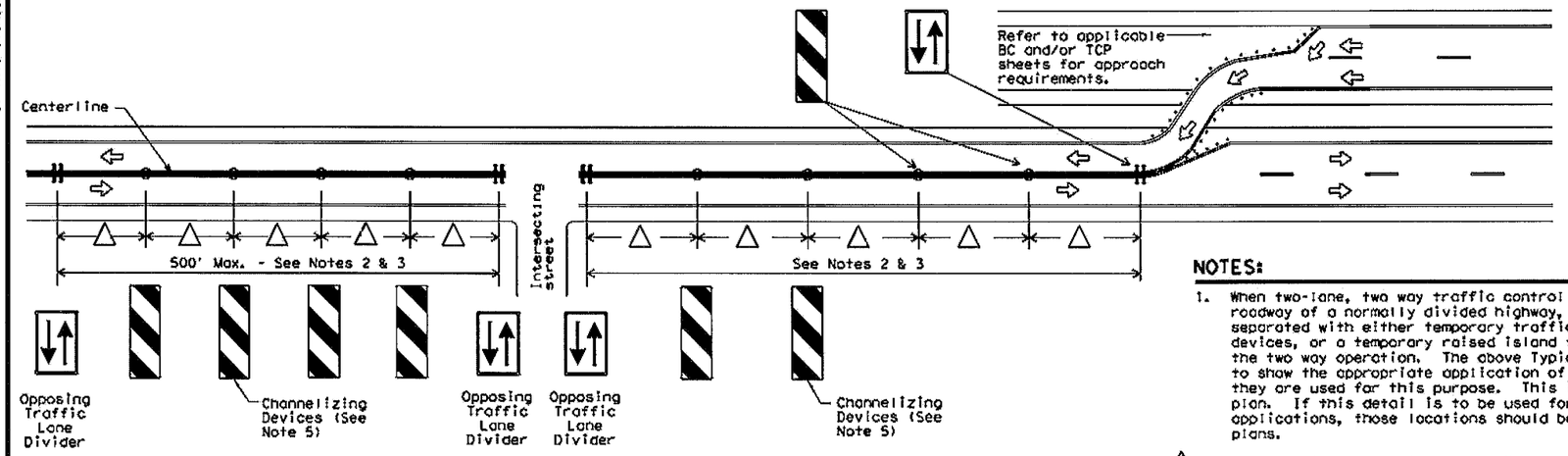
BARRIER DELINEATION WITH MODULAR GLARE SCREENS

LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\\\\	Safety glare screen

DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULAR GLARE SCREENS FOR HEADLIGHT BARRIER	DMS-8610

Only pre-qualified products shall be used. A copy of the Compliant Work Zone Traffic Control Devices List" CWZTCD)describes pre-qualified products and their sources and may be found at the following web address:

http://www.txdot.gov/business/resources/producer-list.html



VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS (OTLD) SEPARATING TWO-WAY TRAFFIC ON NORMALLY DIVIDED HIGHWAYS

NOTES:

1. When two-lane, two way traffic control must be maintained on one roadway of a normally divided highway, opposing traffic shall be separated with either temporary traffic barriers, channelizing devices, or a temporary raised island throughout the length of the two way operation. The above Typical Application is intended to show the appropriate application of channelizing devices when they are used for this purpose. This is not a traffic control plan. If this detail is to be used for other types of roads or applications, those locations should be stated elsewhere in the plans.

△2. Space devices according to the Tangent Spacing shown on the Device Spacing table on BC(9) but not exceeding 100'.

3. Every fifth device should be an OTLD except when spaced closer to accommodate an intersection. An OTLD should be the first device on each side of intersecting streets or roads.
4. Locations where surface mount bases with adhesives or self-righting devices will be required in order to maintain them in their proper position should be noted elsewhere in the plans.
5. Channelizing devices are to be vertical panels, 42" cones or tubular markers that are at least 36" tall. Tubular markers used to separate traffic should have a rubber base weighing at least 30 pounds. Tubular markers that are 42" tall or more shall have four bands of reflective material as detailed for 42" cones on BC(10). Tubular markers less than 42" but at least 36" tall shall have three bands of 3" wide white reflective material spaced 2" apart. Reflective material shall meet DMS-8300, Type A.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN TYPICAL DETAILS

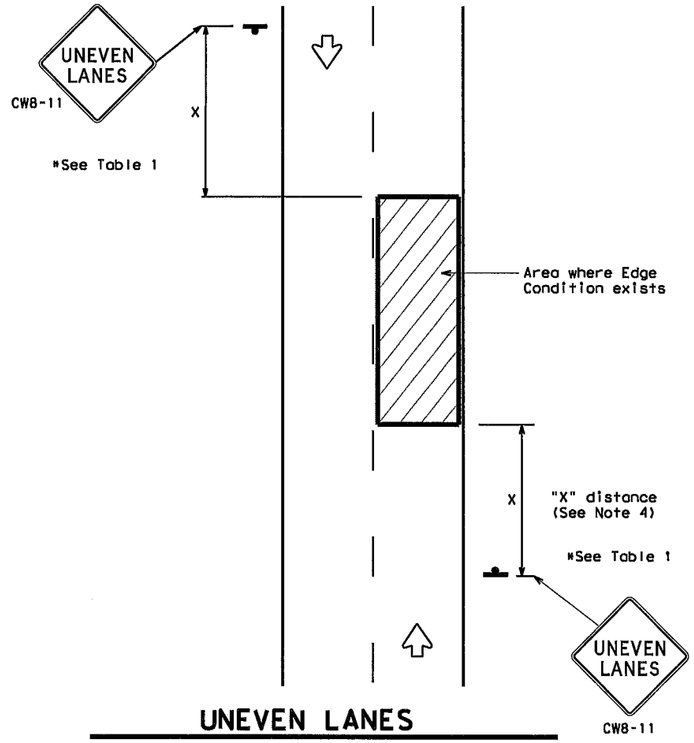
WZ(TD)-17

FILE:	wztd-17.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	February 1998	CONT	SECT	JOB	HIGHWAY
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4-98	2-17	DIST	COUNTY		SHEET NO.
3-03					
7-13					24 65

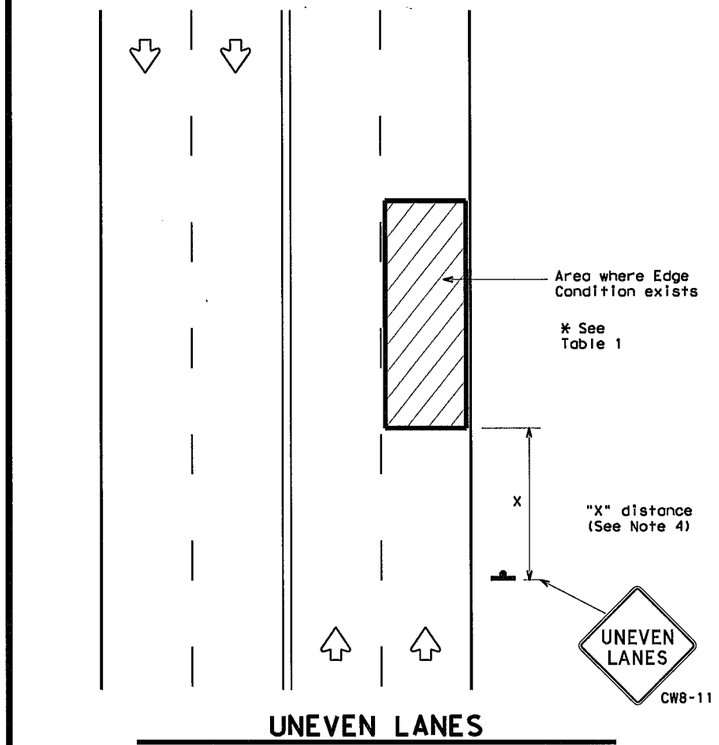
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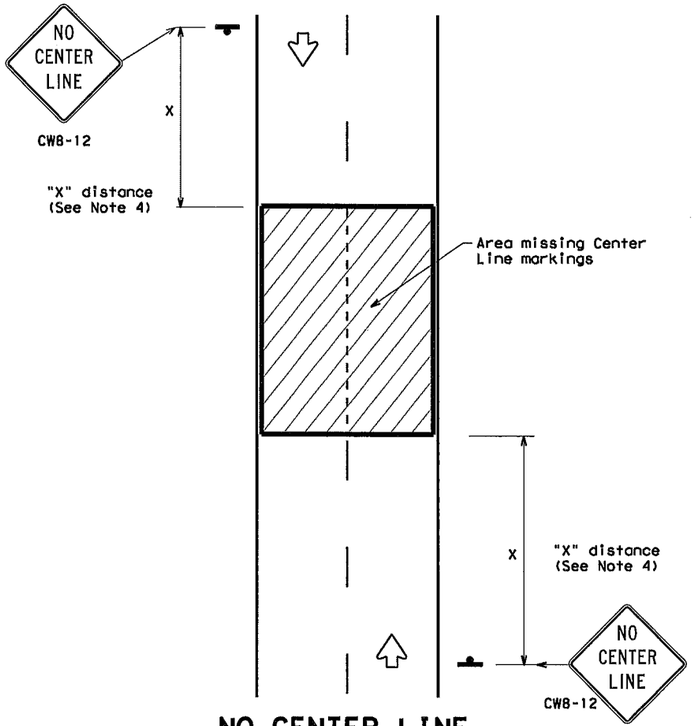
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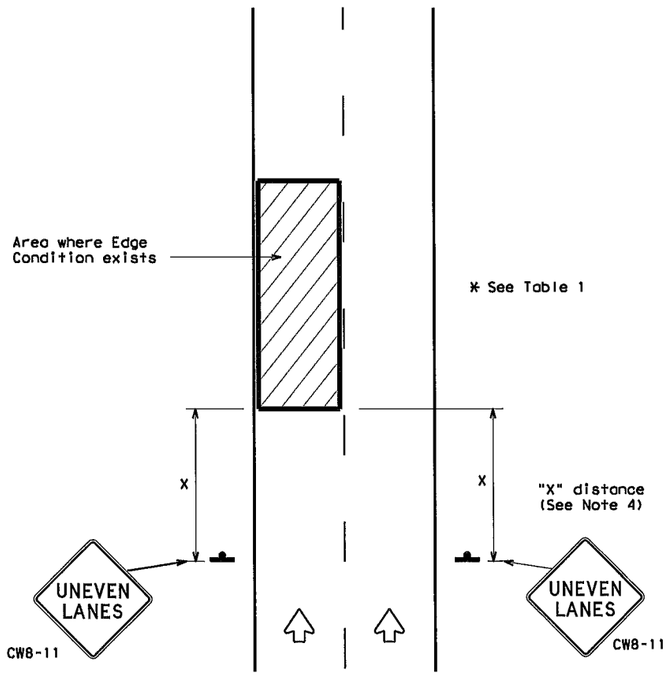
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

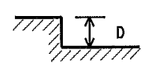
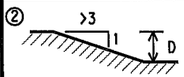
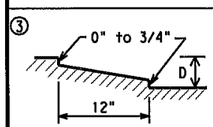
DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
① 	Less than or equal to: 1¼" (maximum-planing) 1½" (typical-overlay)	Sign: CW8-11
	Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease.	
② 	Less than or equal to 3"	Sign: CW8-11
③  Notched Wedge Joint	Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".	

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE	
Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"

Texas Department of Transportation

Traffic Operations Division Standard

SIGNING FOR UNEVEN LANES

WZ(UL)-13

FILE: wzul-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
8-95 2-98 7-13	DIST	COUNTY		SHEET NO.
1-97 3-03				25 66

DATE:
FILE:

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112

Bid Form County Road Seal Coat - FY 19 Williamson County - Texas						
ITEM	**NO.**	**DESCRIPTION**	**UNIT**	**Estimated Quantity**	**Unit Price**	**Cost**
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	4314		
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	223,249		
500	2001	MOBILIZATION	LS	1		
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
		PROJECT TOTAL				

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and _____ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the _____ Solicitation # _____, _____; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _____ ($_____) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the _____ Solicitation # _____, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: _____

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before _____**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **_____**from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$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	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

BID AFFIDAVIT

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

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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

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

Name of Bidder:	
Address of Bidder:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

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

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income,other than investment income, from the vendor?

☐ Yes ☐ No

B.Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or anagency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency andthat is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or afamily member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;or

(ii) the local governmental entity is considering entering into a contract with thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed;

or (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that localgovernmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1906-324 - County Road Seal Coat FY 19

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

Commissioners Court - Regular Session **15.**

Meeting Date: 06/11/2019

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (A. Wright) who died in Precinct No. 1 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e)(1) & (2).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Authority to Cremate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	05/31/2019 11:47 AM
Form Started By: Andrea Schiele		Started On: 05/31/2019 11:40 AM
Final Approval Date: 05/31/2019		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING FUNDING OF INTERMENT OF DECEDENT'S REMAINS (Anthony Ray Wright)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Anthony Ray Wright (SSN xxx-xx-2884) passed away on April 2, 2019 at the age of 34 in Precinct No. 1 of Williamson County, Texas while a ward of the State of Texas and resident of a group home and having no contact with his biological family for many years.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 2 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased's body.

The Court further finds that this case qualified for indigent burial; therefore,

the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred based on the request of the magistrate in this case (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid to W. H. Littles & Sons Mortuaries by Williamson County, Texas in accordance with its policies and regulations.

Signed and entered this _____ day of _____, 2019.

_____
Hon. Bill Gravell
Williamson County Judge

INQUEST NO. 19-63

IN THE MATTER OF

Anthony Wright
DECEASED

IN THE JUSTICE COURT SITTING AS A COURT OF INQUEST, PRECINCT 2, PL. 1
WILLIAMSON COUNTY, TEXAS

CREMATION AUTHORIZATION

Came on to be heard an inquest into the death of Anthony Wright, Deceased, held on the 2 day of April, 2019. It is the law of the State of Texas that a crematory establishment may not cremate human remains within 48 hours of the time of death indicated on a death certificate, unless the waiting period is waived in accordance with the Health and Safety Code 716.004. Deceased's time of death was 12:02 a.m./(p.m) on the 2 day of April, 2019. The court has been asked by W.H. Littles & Sons Mortuaries, a crematory establishment, to provide such waiver to allow Deceased's remains to be cremated, and the request is hereby:

✓ Granted
◊ Denied

The body of the Deceased (may)/may not be cremated as permitted by Chapter 716 of the Health and Safety Code.

SIGNED AND ENTERED by the Judge of the above-named court this 31st day of May, 2019.

Edna Staudt
EDNA STAUDT
JUSTICE OF THE PEACE
PRECINCT TWO, PLACE ONE
WILLIAMSON COUNTY, TEXAS

EMAILED 5-31-19

Commissioners Court - Regular Session **16.**

Meeting Date: 06/11/2019

Authorize execution of Staffing Agreement with Labor Finders

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Temporary Staffing agreement between Labor Finders and Williamson County pursuant to Quote No. 21-4-2441 and authorizing the execution of the Agreement.

Background

Labor Finders' quote and attached agreement covers the needs for the Expo additional staffing help before, during and after special events. The labor force is needed for several upcoming events that include the Taylor Rodeo, Best of the Best Cattle Sale, Special Olympics, H.O.T. Working Equitation, Trinity Farms, and Summer Circuit. Williamson County granted exemption from the competitive bidding requirements under LGC 262.023 during the 3.19.2019 Commissioners' Court meeting, agenda item #46. $7,000.00 is the budgeted amount. Randy Bell is the Point of Contact and Funding Source: 01-0100-3106-004100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

QUOTE

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 02:59 PM
County Judge Exec Asst.	Andrea Schiele	06/05/2019 03:49 PM
Form Started By: Johnny Grimaldo		Started On: 05/30/2019 08:06 AM
Final Approval Date: 06/05/2019		

Quotation

Quotation No: 21-4-1548 **Date:**10/04/2018
Valid Until: 05/27/2019

Prepared For:	Williamson County Expo Center	**Prepared By:**	**L.C. Personnel, Inc.**
Customer No:	21-4-2441	Office:	Georgetown
Attention:	Mehgan Murray	Quoted By:	Nancy J. Cashiola
Title:	AP	Title:	Branch Manager
Address:	210 Carlos G. Parker Blvd. Taylor, TX 76574	Address:	P.O. Box 736 Georgetown, TX 78627-0736
Phone/Fax:	(512) 352-4117 / ( ) -	Phone/Fax:	(512) 930-4820 / (512) 930-4821
		Email:	georgetown@laborfinders.com

Position	Job Description	Bill Rate
General	Event Prep/Rodeo	$16.85

Labor Finders provides employee recruitment and covers workers compensation insurance, general liability insurance, employment taxes and withholding, administration of all payroll and related functions. Labor Finders proactive risk management program makes safety of our assigned employees priority one.

This quote does not include other expenses such as drug testing, employment physicals, etc. Should any of these items be required these expenses will be added to your invoice. Higher rates may apply by reason of any Government contract, any such prevailing or living wage law, contract specifications or Customer's request (including any overtime work).

Thank you for the opportunity to provide this quotation. Labor Finders goal is to provide your company with the best possible service and to help improve your productivity through the use of our staffing services. We welcome the opportunity to work with your company and look forward to earning the privilege to be your business partner.

If you accept this quotation, please sign and return to our office. Please contact us at (512) 930-4820 if you have any questions.

_____ _____

Authorized Customer Signature Date

THANK YOU FOR CONSIDERING OUR SERVICES !
For more information about our company and services please visit us at www.laborfinders.com

TEMPORARY STAFFING SERVICES
TERMS & CONDITIONS

TEMP-PERM:
This proposal is based on an agreement to supply temporary help for your day-to-day needs on an agreed pay rate. Should you decide to offer employment to one of our temporary workers, you are required first to make such a request to LF 20 working days prior to the employee being added to your company's payroll. The equivalent of 90 working days or 720 hours must be worked by employee before being added to your company's payroll. LF will be responsible for the administration of payroll, withholdings and all associated employment costs of LF employees during the 90 working day and/or 720 hour period. If you choose to hire the LF temporary worker before the 90 working day and/or 720 hour obligation has been met, you will be billed the balance of the minimum hour requirement at the standard bill rate. LF will remove and/or replace any employee who does not perform to your standards. Replacement workers will begin a new 90 working day cycle before becoming eligible for permanent hire. *

Overtime is paid when a worker exceeds 40 hours. All accounts are due upon receipt of invoice and are not to exceed 30 days delinquent. All invoices for work performed by the temporary worker being added to your payroll must be PAID IN FULL before the worker will be eligible for hire.

DIRECT HIRE:
If you so choose, you may hire an employee directly to your payroll. There will be a $2,000.00 charge to your company, which is due upon receipt of the employee. If at any time in the first four weeks of employment, the employee ceases employment or is terminated, $500 for each week that is not completed will be refunded to your company. If the employee completes the four week period, LF retains the $2,000.00 in full, and is no longer obligated to the employee or your company in any way. *

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Williamson County, the Williamson County Commissioners Court, or the Williamson County Judge.

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas

Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

**Depending on volume of business and skill level, term lengths and amounts of are negotiable.*

Company Name _____

Address, City, State, ZIP _____

_____

Authorized Company Representative (Signature) _____

Authorized Company Representative (Printed) _____

Date _____

LABOR FINDERS®
WORKERS WHEN YOU NEED THEM™

Safest Brand ~in~ TEXAS

Commissioners Court - Regular Session **17.**

Meeting Date: 06/11/2019

Approving Quote Samsara Fleet Tracking

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quote with Samsara to renew Fleet Tracking licenses in the amount of $21,600.00 per the terms of GSA contract #GS35F327GA and authorizing execution of the quote.

Background

This quote is for renewal of our Samsara Fleet Tracking licenses. This will provide renewal of 60 licenses at a total cost of $21,600.00 per the terms of GSA Contract #GS35F327GA. Department point of contact is Chris Ball. Funding source is 01.0100.0503.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/06/2019 08:58 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 10:46 AM
Form Started By: Thomas Skiles		Started On: 06/06/2019 08:36 AM
Final Approval Date: 06/06/2019		

Quote Number
1465215

Issued

05-16-2019

Expires
05-24-2019

Prepared for
Williamson County
301 SE Inner Loop
Georgetown, Texas 78626

Prepared by
Bobby Boyle
bobby.boyle@samsara.com

samsara

Thank you for considering Samsara for your fleet. Samsara provides real-time visibility, business- relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara fleet tracking solutions include cellular gateways, hardware accessories, and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Cellular data connectivity
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- WiFi hotspot connectivity (VG34 gateways, 500MB/mo capacity)
- Over-the-air software feature upgrades
- API access for integration with 3rd party systems
- Maintenance and phone support

Samsara does not charge per-feature license fees, activation fees, or other hidden costs.

Quote Number
1465215

Prepared for
Williamson County

samsara

PRODUCT	LIST PRICE	DISCOUNT	SALES PRICE	QTY	TOTAL
License for Vehicle Gateways LIC-VG-ENT	$400.00	10.00%	$360.00	60	$21,600.00

LICENSE TERM: 12 MO

GSA Contract #GS35F327GA

SUBTOTAL	$21,600.00
TAX	$0.00
SHIPPING + HANDLING	$0.00
GRAND TOTAL	$21,600.00

*Shipping and sales tax is subject to change

Quote Number
1465215

Prepared for
Williamson County

samsara

License Term

The license term begins on the day your Samsara hardware ships. If you wish to continue using the service when your license term ends, you may renew your license. Samsara hardware requires a valid license to function.

Support and Warranty

Samsara stands behind its Products. The following Hardware come with a five (5) year warranty: VG-series gateways, GW22 gateways, IG-series gateways, CM-series cameras, and HM-series monitors. All other Hardware products come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. Additional support information can be found at www.samsara.com/support.

Terms

Your use and access of the Hardware, Products, Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/terms-of-service. You agree to be bound by those terms of service unless otherwise agreed to herein or in another agreement. Any terms used but not defined herein, shall have the meanings defined Samsara's terms of service or as otherwise agreed in another agreement.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as approved in writing by the Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between Customer and Samsara Networks Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Please confirm acceptance of this Order Form by signing below:

Signature:		Signature:	A Eltoukhy
Print Name:		Print Name:	Adam Eltoukhy
Date:		Date:	5/23/19
Company:		Company:	Samsara Networks Inc.

Commissioners Court - Regular Session **18.**

Meeting Date: 06/11/2019

Awarding IFB 1904-313 EMS Medical Supplies

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding bids received for EMS Medical Supplies for Williamson County, IFB #1904-313, to the lowest and best bidders as noted on the attached bid tab.

Background

This contract will be awarded to the lowest and best bidders for the contract term beginning July 1, 2019 through June 30, 2020. Bid tab is attached for review, awarded vendors are highlighted in yellow. Department point of contact is Kirk Becker. Funding will be provided by department budgets as needed with multiple line items approved in the FY19 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 03:23 PM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 08:27 AM
Form Started By: Thomas Skiles		Started On: 06/05/2019 01:22 PM
Final Approval Date: 06/06/2019		

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
1			"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)	$0.073	0.0095-1	0.0125-3	$0.050	$0.0500	0.012-2	$0.0324	$0.0177		0.016-4		
2			"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)	$0.640	$6.9200	5.94-2	6.15-4	6.04-3			3.49-1				
3			1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.		0.077-2	0.0796-3	0.07-1	$0.1500	$0.1800	$0.1564	0.11575-4				
4			10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.		0.0731-1	0.134-4	$0.430	0.11-2 hx	0.11-3	$0.1586	$0.2700				
5			LARGE BIOHAZARD INFECTION WASTE BAGS		0.16-1	0.22-2	0.29-4	0.23-3	$1.0800		$0.3122				
6			4 X 4 STERILE GAUZE	$0.060	$0.0536	0.023-1	$0.050	0.035-4	$0.6600	$0.0674	$0.0436	0.02475-2	0.0249-3		
7			4" X 4" NON-STERILE SPONGES 8 PLY	$0.020	$0.0130	0.0081-1	$0.020	$0.0210	$0.0300	$0.0137	0.0087-2	0.00997-3	0.0118-4		
8			4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
9			ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
10			ADENOCARD 6mg / 2ml (VIALS ONLY)		2.08-1		3.41-2	5.21-4	4.68-3						
11			AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz BOTTLES	$8.250	0.99-1		$7.280	1.00-2	1.42-4	1.31-3					
12			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030	17.21-4	12.95-1	13.33-3		13.25-2	$17.3200				$18.7900		
13			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030	17.21-4	12.95-1	13.33-3		13.25-2					$18.7900		
14			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030	17.21-4	12.95-1	13.33-3		13.25-2	$17.3200				$18.7900		
15			AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030	17.21-4	12.95-1	13.33-3		13.25-2	$17.3200				$18.7900		
16			AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030	$17.200	21.57-1	21.99-3		22.00-2	28.87-4				$18.7900		
17			AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030		21.57-1	21.99-3		22.00-2	28.87-4				$18.7900		
18			AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030	$17.200	21.57-1	21.99-3		22.00-2	28.87-4				$18.7900		
			Purchase above 7 items from same vendor												
19			ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)	0.19-4	0.1196-2		0.10-1	0.198-3 hx	$0.2800						

Bidder's Name:_____ Bidder's Signature:_____ Date:_____

Medical Supplies for Williamson County

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20			ALCOHOL PREP PADS @ 200 PER BOX	$0.008	0.0066-3	0.0061-2	$0.010	$0.0078	$0.0100	$0.0082	0.007-4	$0.0072	0.0039-1		
21			AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED	1.26-UTI	1.57-1 delivery hx		1.61-3	1.57-2	1.84-4						
22			ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.	$1.260	0.61-1	0.63-2	0.72-4	0.72-3 hx	$1.0500	$0.8500	$0.9000				
23			ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)	$10.550	8.50-1	9.65-3	$14.000	9.20-2	0.16-DNMS	$11.3600	$11.0300				
24			ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)	$7.110	0-1	0-3	$0.020	0-2	$0.0000	$6.6800	$6.0300				
25			CASE FOR ASSURE BLOOD GLUCOSE METER		0-1	0-3	$57.750	0-2	$0.0000						
26			ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2	$0.440	7.28-1	9.09-3	$8.920	8.70-2	5.33-DNMS	$10.6900	$11.9600				
			Purchase above 4 items from same vendor												
27			ATROPINE 1MG/10ML, PFS (NEEDLELESS)		10.48-2		11.00-3	9.85-1	11.87-4						
28			ATROPINE 1MG/1ML VIAL	14.87-4	10.48-DNMS		11.03-1	13.70-2	13.72-3						
29			ATROPINE 8MG/20ML MULTIDOSE VIAL		41.79-3		41.13-2	39.70-1	46.87-4						
30			ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE		0.1228-2		0.10-1	0.19-3	0.28-4						
31			BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS	$367.280	$335.4700	107.67-1	184.04-4	182.00-3			169.00-2				
32			BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)			111.05-2	$213.120	196.00-3	212.17-4		84.50-1				
33			BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W C E M S" on top surface in minimum of 2 inch letters.		102.10-1	131.95-4	128.53-3	$180.0000			112.98-2				
34			BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE, W/		1.50-2	1.52-3	$6.350	1.44-1	$2.7100		1.81-4				

Bidder's Name:_____ Bidder's Signature:_____ Date:_____

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35			BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) - AMBU SPUR REQUIRED		9.71-2	$12.5300	12.23-4	11.83-3	$22.2508		$13.1200		8.12-1		
36			BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT, PEEP VALVE w/adjustable range 0-20 cm H20		23.40-1		DNMS	23.41-2							
37			BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT		22.48-4		18.06-1	21.00-3			18.83-2				
38			BAG VALVE MASK, CHILD: O-TWO SMART BAG w/ TIMING LIGHT:		23.82-4		19.68-1	22.00-3			20.52-2				
39			BED PANS, FRACTURE STYLE	$1.040	0.80-4	0.74-1	$1.070	0.76-2	0.79-3	$1.3010	$1.0700		$0.8650		
40			BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS		1.07-1		3.36-3	1.49-2	3.58-4	$5.1400					
41			BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
42			BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
43			Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY	1.68-UTI	1.44-DNMS		1.36-1	2.78-3	0.61-DNMS	1.81-2					
44			BLANKET, READY-HEAT INFANT WARMING COCOON		13.39-3		13.20-2	13.19-1	$52.4737		21.05-4		1.794-DNMS		
45			BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: ORANGE (Send Sample)		3.50-1		4.71-3	$5.0000	2.91-DNMS		4.92-4		3.99-2		
46			BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERED	$3.650	1.56-2	2.64-3	$3.150	2.80-4	$2.9100	$3.2600	0.97-1		$3.6600		
47			BLOOD COLLECTION TUBES, (PLASTIC TUBES ONLY) - RED TOP, 5 ML DRAW GLASS TUBES WILL NOT BE ACCEPTED!		$0.2367	0.1957-3	0.19-2	0.20-4	$0.2556	$0.2304			0.133-1		
48			BLOOD PRESSURE CUFF, ADULT: MABIS style		5.85-3	4.83-1	6.06-4	$7.9800	$19.6600	$10.1000	5.11-2				
49			BLOOD PRESSURE CUFF, ADULT: NON-LATEX		5.85-3	4.83-1	6.06-4	$7.9800	$19.6600	$14.5300	5.57-2			$36.7500	
50			BLOOD PRESSURE CUFF, CHILD: MABIS style	$21.750	5.52-3	4.83-1	6.06-4	$6.8800	$19.5900	$14.5300	5.11-2				
51			BLOOD PRESSURE CUFF, INFANT: MABIS Style	$20.940	5.53-3	4.83-1	6.06-4	$6.8800	$17.9400	$10.1000	5.11-2				
52			BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style	$46.660	5.74-3	4.99-1	6.74-4	$6.8800	$22.6600	$10.1000	5.11-2				
53			BLOOD PRESSURE CUFF, THIGH: MABIS Style	$20.630	6.21-3	5.33-1	$8.780	6.88-4	$26.0000	$11.9800	5.11-2				
54			BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND	$0.890	0.28-1	0.38-2	$0.930	$0.6700	0.52-3	$1.1300	0.63-4		$0.6180		
55			BURETROL SET WITH ULTRASITE INJECTION SITE B-Braun 375111 ONLY (NO SUBS)		4.41-1	4.72-2	7.20-3	7.30-4	$8.1755	$8.6400	$8.8500				

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56			BURN SHEET 60" X 90"	1.52-3	$1.8200	1.64-4	1.32-1	$2.0000	$2.0600	$3.5200	1.39-2		$1.9800		
57			CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT	25.08-4	10.23-1		10.94-3	10.49-2	$26.2600						
58			CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100)	$0.060	$0.0800	0.0499-2	0.05-3	0.054-4	0.0359-DNMS	$0.0543	$0.0560		0.038-1		
59			CHEST SEALS VENTED H-VENT hvs01 ONLY (NO SUB)	$14.810	8.20-2	9.66-4	4.27-1	9.10-3							
60			CHILD TRANSPORT SEAT, "FERNO PEDI MATE"	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA		
61			CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE		2.97-1	3.29-3	4.20-4	$4.9900	$4.8192		3.33-4		$41.5900		
62			CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped	$0.290	0.1666-2	$0.2291	$0.270	$0.2625	0.19-3		0.1308-1		0.217-4		
63			CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)				22.35-1	24.00-2	36.08-4		26.49-3				
64			CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)				22.35-1	24.00-2	36.08-4		26.49-3				
65			CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)				49.01-1	52.58-2	107.84-4		67.67-3				
66			CPR VENTILATION TIMING LIGHT: (O-TWO MEDICAL): ADULT AND CHILD VERSIONS		3.49-3		2.80-1	3.09-2			3.75-4				
67			CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT	1091.85-4	879.99-1		1067.71-3	922.50-2							
68			DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	$1.750	1.50-3		1.10-1	1.14-2	1.65-4						
69			DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS		2.55-1		2.44-Restricted to buy	3.34-4	3.0371-3	2.99-2					
70			DEXTROSE 25 GM/50 ML; PFS @ 10 to a Pack. (NEEDLELESS)		11.67-3		11.73-4	8.54-1	10.76-2						
71			DILTIAZEM 25MG/5ML REFRIGERATED VIALS	4.21-4	2.67-1		$6.770	3.50-2	3.52-3						
72			DISPENSING PIN, MICRO PIN, FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS, LUER LOCK CONNECTOR, LATEX	$0.330	0.29-3	0.27-1 hx	0.27-2	0.32-4	$0.3466	$0.3410					
73			DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package, NON LATEX, OR CURAPLEX		0.3472-1	0.42-3 hx	$0.530	0.36-2	$0.6200	$0.5333	0.42-4	0.272-UTI			
74			DROPERIDOL 5MG/2ML VIALS	$9.200	7.69-1		8.50-2	8.80-3	8.83-4						
75			DRUG CASE, PELICAN #1550 HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE		DNMS	260.42-3	176.92-UTI	235.00-1		209.55-UTI	243.49-2				

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76			DUAL CANNULA DEVICE W/O SYRINGE. WITH 2 CANNULAS IN ONE UNIT, STEEL CANNULA FOR SYRINGE FILLING &	$0.480	$0.4300	0.4023-3	0.39-2	0.38-1		$0.4441	0.4239-4				
77			EASY CAP EtCO2 DETECTOR, ADULT	$10.880	7.23-2	$9.0300	8.74-3	8.85-4		0.4138-UTI	7.11-1				
78			ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)		$1.8400	$3.0000	$0.280	0.27-4	0.11-1	$1.0600	0.27-3 hx		0.183-2		
79			EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING)		$6.0400	3.13-2 hx	$4.990	4.93-4	$7.9900	$7.1000	3.13-3		2.844-1		
80			EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)		.58-3	0.47-1	0.63-4	$1.5600	0.56-2		$0.7500		$0.7150		
81			EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)		0.64-1	0.67-3	$0.860	$0.7700	$0.9500		0.65-2		0.685-4		
82			EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)		7.64-3		7.09-2	5.25-1	7.806-4						
83			EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.		17.81-1 hx delivery		18.70-3	17.60-2	19.10-4						
84			ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	5.66-UTI	7.78-1		8.75-2	10.66-4	10.26-3						
85			ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM	$9.980	4.11-4	3.11-2	$5.150	$7.8800			2.73-1		3.25-3		
86			ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM	$9.980	4.73-4	3.11-2	$5.150	$7.8800			2.73-1		3.25-3		
87			ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)		2.68-4	2.65-3	2.64-2	2.55-1	$4.3489	$4.6900	$2.7200				
88			ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)	$50.600	0.68-1 hx Delivery	0.67-2	$1.720	0.77-3	$1.2700		0.82-4		$0.8990		
89			ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX		0.46-1	0.47-2	$1.720	0.71-3 hx	$0.8400	$1.4100	0.71-4		$0.8990		
90			EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINI PERFIT ACE 000281106) NO SUB	$8.800	3.68-2	$5.2200	$4.990	4.51-3	$11.5800		4.83-4		3.65-1		
91			EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE 000281000) NO SUB	$8.800	3.68-2	$5.2200	$4.990	4.51-3	$6.5500		4.83-4		3.65-1		
92			EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRIC PATIENTS (UNDER 20KG) NOT STANDARD "PHILLY"	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
93			FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY)	2.04-3	1.2344-1		1.35-2	2.96-4							
94			FERNO CODE 1 PEDI Bag w/ pouches, RED	311.26-UTI			431.20-3	326.00-2	DNMS		164.50-1				

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95			FERNO TRAUMA A/W Mgmt. BAGS. Red		212.02-2	245.20-4	233.00-3	$254.5400	DNMS		189.00-1				
96			GLOVES MICROFLEX LIFESTAR XS-XXL	$0.170	0.1429-4	$0.1463	0.13-1 HX	0.13-2	0.07-DNMS	$0.1490	0.13488-3				
97			GLOVES SUPRENO EC PF XS-XXL	$0.170	0.12-1	0.098-UTI	0.14-3 HX	0.14-4	$0.1300	$0.1690	$0.1464	$0.4884			
98			GLOVES, POWDER FREE NITRILE EXAM GLOVES - APEX PRO by DIGITCARE (ONLY). MUST MEET NFPA 1999 (2013 EDITION). SIZES: X-TRA SMALL THRU XX	$0.160	0.1129-1	$0.1365	$0.140	0.12-2	0.13-4	0.048-UTI	0.12488-3	$0.3300			
99			GLOVES, POWDER FREE CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand) AS A BOXED	0.16-UTI	0.1502-1	$0.2048	0.19-3	0.186-2	0.13-DNMS	0.1148-UTI	0.1964-4	$0.8970			
100			GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC	231.99-4	175.58-1		$345.740	182-2	219.26-3						
101			HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)		1.49-2		1.10-1	2.55-3	7.78-4						
102			HALO CHEST SEALS (2 PACK)		6.945-1	7.16-2	8.12-4	7.445-3	$9.9400	$9.3400	$9.3450				
103			HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-				0.04-DNMS	0.17-1	5.57-4	0.39-3	0.1932-2				
104			HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO	1.68-3	$1.9800	1.60-2	0.97-1	$3.5400	0.93-DNMS	$1.8520	1.75-4				
105			HUBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) by B. BRAUN - NO		5.31-4	5.00-3	4.55-1	4.82-2		5.029-UTI					
106			I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK		1.82-2	1.72-UTI	2.42-4	1.77-1	2.20-3		1.14-UTI		0.672-DNMS		
107			I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)		1.65-4	1.42-2	$1.820	1.49-3	$2.8700		0.97-1		0.55-DNMS		
108			I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)	$1.630	$1.4900	1.28-1	$2.220	1.37-3	1.45-4	$2.8170	1.3036-2				
109			I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)	$1.630	$1.4900	1.28-1	1.43-4	1.37-3	$1.4500	$2.7950	1.3036-2				
110			I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)	$1.630	$1.4900	1.28-1	1.43-4	1.37-3	DNMS	$2.4110	1.3036-2				
111			I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)	$1.630	$1.4900	1.28-1	1.43-4	1.37-3	$2.2500	$2.4110	1.3036-2				
112			I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)	$1.630	$1.4900	1.28-1	1.43-4	1.37-3	$1.4500	$1.8870	1.3036-2				
113			I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)	$1.630	$1.4900	1.28-1	1.43-4	1.37-3	$1.4500	$2.6790	1.3036-2				

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
114			I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.		1.27-1		1.35-2	1.49-4			1.375-3				
115			I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE	$18.780	16.52-4	15.42-3	15.27-2	$31.0000	$290.0000		7.125-1				
116			I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; LARGE BORE		1.17-3	1.16-2	1.16-1 Delivery	1.27-4	$1.3800		$1.8500				
117			I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)	$14.030	6.75-1	7.67-3	11.11-4	$13.7900	7.55-UTI	$22.8600	7.56-2				
118			INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE		5.23-4	3.72-2	4.70-3		3.06-1						
119			INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)	$4.250	$3.7000	3.16-2	3.48-4	3.39-3	DNMS		3.09-1				
120			INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)		0.30-1	0.4308-4	0.38-2	$0.5700	$0.9700	$0.4780	0.41625-3		$0.4450		
121			IRRIGATION CAP WOUND SHIELD (662209)		3.68-3	3.0694-1	3.64-2	$21.0000	4.00-4						
122			K Y JELLY .09 OZ FOIL PACK	$0.050	0.0375-2	$0.0400	$0.060	0.04-4 HX	$0.0500	$0.0520	0.03534-1		0.0376-3		
123			KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125		44.54-1	53.69-4	44.55-2	$57.0000	$558.9500		49.88-3				
124			KETAMINE: 500MG/10ML VIALS		4.667-1		4.73-2	29.30-3							
125			KING VISION REUSABLE DISPLAY (KVISO1)		1071.43-1	1684.27-4	1648.9-3	1080.00-2	$2,179.9000		$1,703.9400				
126			KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)		38.18-2	39.27-3	40.65-4	37.75-1	$1,054.9100		$40.8500				
127			LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance)	$0.120	$0.1160	0.0734-2	0.07-1	0.10-4 HX	$0.1000		0.0788-3				
128			LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)	47.30-UTI			4.76-DNMS	18.09-UTI	4.38-DNMS						
129			LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)	3.70-4	2.84-1		3.16-3	2.85-2	$3.9200						
130			LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)		81.95-3			79.00-2	105.42-4		71.55-1				
131			LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)		36.4583-3			35.95-2	45.67-4		33.0116-1				
132			LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)		79.1666-2			79.80-3			72.1366-1				
133			MAGILL FORCEPS, ADULT	$10.870	3.42-2	4.06-4	$4.240	3.40-1	$32.3000		3.45-3				
134			MAGILL FORCEPS, PEDI	$10.870	2.88-1	3.72-4	$4.240	3.40-2	$28.6800		3.45-3				

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
135			MAGNESIUM SULFATE, 1 GM VIALS	$2.140	1.86-2		1.98-3	1.78-1	2.06-4						
136			MALE URINAL, PLASTIC	$0.590	0.49-4	0.34-1	0.48-3	0.41-2	$0.4600		$0.7800	$0.5208	$0.7790		
137			METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED	13.11-4	11.54-2		12.11-3	10.35-1	$75.2400						
138			MULTI TRAUMA DRESSING 10" X 30"	$0.910	0.74-4	0.71-3	$0.860	$0.7500	$1.0300	$2.8100	0.64-1		0.69-2		
139			N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.		$0.9890	$0.8165	$1.060	0.78-4	0.44-1	0.62-2	$0.8240		0.74-3		
140			NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)	43.32-4	32.74-1		41.13-3	34.06-2	$79.8950						
141			NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)	$0.340	0.22-1	0.24-4	$0.250	0.24-3 HX	$0.3200	$0.3700	0.23-2			$8.4000	
142			NASAL CANNULA, PEDI (LATEX FREE)	$1.320	0.23-1	$0.3400	0.25-2	$0.4700	0.32-4	$1.5600	0.30-3			$8.4000	
143			NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration		1.46-1	2.11-3	$3.060	1.99-2	3.26-5.63 & 2.19		2.32-4				
144			NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 19826000)		DNMS	0.841-UTI	0.74-UTI	0.85-1	1.07-2		0.66-DNMS				
145			NEBULIZER 90 DEGREE CONNECTOR: WITH 22MM ID / 22MM OD ENDS.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
146			NEBULIZER STRAIGHT CONNECTOR: MUST HAVE 22MM FEMALE/15MM FEMALE ENDS		DNMS	0.271-3	0.24-2	1.26-4			0.23-1				
147			NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF		?	2.483-1	0.68-DNMS	1.00-DNMS	1.10-DNMS		0.80-DNMS				
148			NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM		?	1.898-1	0.68-DNMS	1.47-DNMS	1.10-DNMS		0.80-DNMS				
149			NEBULIZER, INLINE KIT: WITH 4-6 FOOT SUPPLY TUBING, AND TEE CONNECTOR. TEE CONNECTOR ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
150			NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION				0.51-DNMS	0.81-1	0.76-DNMS						
151			NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031)		2.41-3	2.267-1	$6.050	2.31-2	2.88-4						
152			NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED	0.24-UTI	0.3117-4	0.2406-1	0.28-3	0.27-2		0.103-UTI	$0.4074				

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Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
153			NEEDLE, 25ga. X 5/8": LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY	0.23-UTI	0.2542-2	0.2414-1	$0.280	0.27-3	0.15-DNMS	0.103-UTI	0.275-4				
154			NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)	$4.870	$4.3400	4.21-4	4.05-3	3.96-2	$4.6600		3.03-1				
155			NITRO -BID FOILPAKS: NDC 0168-0326-08	$2.980	2.5539-3		2.42-2	2.34-1	2.81-4						
156			NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED	0.85-UTI	1.3956-2		1.47-3	0.96-1	40.48-4						
157			NITROGLYCERIN IN D5W, 25MG/250ML GLASS BOTTLE	0.95-UTI	20.33-2		17.19-1	22.10-3							
158			NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)		0.64-1	0.65-2	$0.740	0.63-4	$1.2100	$1.2300	0.60-3				
159			NON REBREATHER MASK, PEDI, WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)		0.64-1	0.65-2	$1.080	0.78-4	$1.9600	$1.1100	0.69-3				
			Purchase above 2 items from same supplier												
160			NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)	24.61-4	21.91-2		21.82-1	22.30-3	16.88-DNMS						
161			NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)	$0.620	0.29-1	$0.2860	0.36-2	0.51-4	$0.6100	0.29-3					
162			NORMAL SALINE, 100 CC BAGS		1.85-1		2.01-2	3.44-4	$14.3440	2.11-3					
163			NORMAL SALINE, 1000 CC BAGS		2.35-1	$2.5900	2.70-2	4.00-4	$8.8814	3.015-3					
164			NORMAL SALINE, 500 CC BAGS		2.35-1	$2.5900	2.50-2	6.00-4	$4.5312	3.015-3					
			Purchase above 4 items from same vendor												
165			NOSE CLIP PLASTIC	$0.780	0.26-4 HX	0.25-3	0.23-1 HX	0.23-2	$0.2600	$0.4200	$0.4390				
166			O-TWO E SERIES REPLACEMENT FILTER 01CV8040-CS		3.133-2		3.11-1	3.30-4			3.22-3				
167			O-TWO LEAK TEST KIT 01TA7650				267.64-1	312.00-3			272.67-2				
168			OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736)			10.38-3	10.03-2	8.16-1	5.60-DNMS	24.61-4					

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
169			ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)		0.12-1	0.13-2	$2.240	0.16-4	$0.2900		$0.2100		0.156-3		
170			OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB: W/ 1		58.93-4	28.00-2	$167.300	29.55-3			26.88-1				
171			OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)		1.60-1	2.35-4	1.93-3	0.19-DNMS	$499.6200		1.81-2				
172			OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)		3.41-1		3.80-3	4.26-3			3.73-2				
173			OXYGEN: CYLINDER SLEEVE, SOFT BAG, WITH VELCRO ATTACHMENTS TO FIT "D" CYL		21.38-2		39.84-4		30.87-3		19.88-1				
174			OXYGEN: FLOW METER; REPLACEMENT OXYGEN TREE - PLASTIC		0.23-1	0.2822-2	$1.060	$0.9400	0.35-4		0.32-3				
175			OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (O-25 LPM) with PREATTACHED MALE		43.82-2	$49.3200	45.47-3 HX	45.47-4			34.89-1				
176			OXYGEN: PRESSURE REGULATOR, HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE: FOR "K" - SIZE		72.04-4		55.66-1	70.95-3			59.50-2				
177			OXYGEN QUICK CONNECT OHMEDA, (PRECISION MEDICAL 2114)		DNMS		20.09-2	24.61-3			19.98-1				
178			OXYGEN: SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)		0.23-1 HX/Delivery	0.22-2	0.28-3	$0.3800	$0.9300		$0.3100		0.30-4		
179			PARA SHIELD FACE SHIELD WITH MASK		$4.0500	0.4056-2	0.56-3		0.2872-1	0.69-4	$0.9200	0.132-UTI	$1.1900		
180			PATIENT RESTRAINTS LEG, POSEY 2791Q	$3.790	27.89-4	23.71-1	27.61-3	25.70-2	13.96-DNMS	$31.4800	$33.6100				
181			PATIENT RESTRAINTS WRIST, POSEY 2790Q	$28.230	28.18-4	23.71-1	27.61-3	25.70-2	15.76-DNMS	$38.4000	$33.5600				
182			PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)		1.611-4		1.39-1	1.50-3		$2.9410	1.41-2				
183			PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm		2.79-3	2.76-2	$32.000	2.74-1			$3.1300		2.89-4		
184			PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.	$1.240	0.5666-3	0.55-1	$1.280	$0.6700	$4.5833	$1.3900	0.5966-4		0.555-2		
185			PHILIPS ECG MONITORING ELECTRODES, M2202A		0.274-1		0.30-2 HX/Delivery	0.30-3	0.13-DNMS	0.247-DNMS	0.3296-4				
186			PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A		8.04-1		15.22-4	9.33-2	$26.0100	14.87-3	7.45-DNMS				
187			PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A		8.93-1		15.22-4	10.27-2	$26.0100	11.89-3	7.45-DNMS				
188			PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920		6.79-1		10.58-3	9.27-2	18.86-4	$66.1700	7.45-DNMS				

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Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
189			PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923		11.61-1		16.66-2	18.01-4	$906.1400		17.96-3				
190			PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY		156.81-1		177.07-3	175.87-2	$452.8200	156.10-UTI	188.88-4				
191			PHILIPS MRX; 10 LEAD ECG TRUNK CABLE, 12 PIN CONNECTOR: SHORT CABLE		189.61-1		208.71-3	202.73-2	$353.2300		228.41-4				
192			PHILIPS MRX; CHEST ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176171)		102.52-2		104.72-4	102.82-3	64.51-DNMS		98.88-1				
193			PHILIPS MRX; ECG 75MM CHEMICAL THERMAL PAPER (80 ROLLS/CASE)		1.26-1		2.79-3	4.605-4	1.19-DNMS	$6.6600	1.84-2				
194			PHILIPS MRX; EXTERNAL MULTIFUNCTION CABLES; PLUG STYLE W/ O CPR		111.02-1		145.2-3	132.19-2							
195			PHILIPS MRX; LIMB ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176161)		87.88-1		89.76-3	88.13-2		123.66-4					
196			PHILIPS MRX; LITHIUM ION BATTERY MODULE		293.53-1		310.42-3	304.78-2		$415.0100	392.00-4				
197			PHILIPS MRX; MBP INTERCONNECT TUBING, 1.5M		52.18-1		56.24-3	55.22-2	112.13-4						
198			PHILIPS MRX; Q-CPR COMPRESSION SENSOR (SECOND GENERATION).		3.699-DNMS		3.74-DNMS	2.14-DNMS							
199			PHILIPS MRX; Q-CPR REPLACEMENT ADHESIVE PADS		3.529-2		3.74-3	2.14-1		$6.2000	5.37-4				
200			PHILIPS MRX; REUSABLE SpO2 SENSOR, ADULT FINGER		188.76-1		203.40-3	199.70-2		288.91-4	125.00-DNMS				
201			PHILIPS MRX; REUSABLE SpO2 SENSOR, PEDI/SMALL ADULT FINGER		188.76-1		203.40-3	199.70-2		271.92-4	170.46-DNMS				
202			PHILIPS MRX; SpO2 DISPOSABLE SENSOR: ADULT/PEDI		8.70-1		9.40-3	9.21-2			11.94-4				
203			PHILIPS MRX; SpO2 DISPOSABLE SENSOR: NEONATE/INFANT		10.4935-1		11.44-3	11.22-2		$271.9200	14.21-4				
204			PHILIPS MRX; TEST LOAD FOR USE W/ M3506A		88.85-1		93.50-2	94.74-3		$156.2500	106.54-4				
205			PHILIPS MULTI FUNCTION ELECTRODE PADS, ADULT PLUS		13.19-2		$20.270	15.29-3	17.17-4	$30.8100	12.25-1				
206			PHILIPS MULTI FUNCTION ELECTRODE PADS, PEDI PLUS		13.19-2		$21.390	16.57-3	21.18-4	$33.1200	12.25-1				
207			PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM		$30.3000		24.65-4	24.20-3	9.82-1	8.536-UTI	13.53-2				
208			PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM		19.42-3		$20.800	20.42-4	7.78-1		8.59-2				
209			PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM		$37.3700		25.42-4	24.96-3	10.04-1	$53.9700	15.23-2				
210			PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM		$26.3900		22.34-4	21.93-3	9.48-1	$44.1100	9.79-2				

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Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
211			PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM		$48.3500		40.06-3	47.35-4	13.24-1		18.98-2				
212			PHILIPS NECLOR SpO2 ADAPTER CABLE		128.69-1		161.79-3	163.89-4		$229.8100	153.41-2				
213			PHILIPS RX; AC POWER MODULE		281.84-1		326.48-2				351.14-3				
214			PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER	$0.390	0.18-1 HX/Delivery	$0.2897	$0.320	$0.3200	0.23-3	0.28-4	0.1733-2				
215			PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample	9.83-4	2.38-DNMS		2.44-1	4.09-3	3.77-2						
216			PROVIDINE IODINE PREP PADS	$0.060	$0.0364	0.0331-3	$0.040	0.0325-2	0.030-1	0.029-UTI	0.0341-4				
217			QUANTUM ACR4 CHILD RESTRAINT		$727.1800	698.83-4	614.90-2	603.72-1	DNMS		637.35-3				
218			QUIKCLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages	$40.800	31.76-2	$36.5000	33.42-3	31.35-1	$69.5700		34.12-4				
219			RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW												
220			RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade	$0.490	0.30-1	0.306-2	0.33-4	0.32-3	0.16-DNMS	0.198-UTI	$0.3364				
221			REGLAN (METOCLOPRAMIDE); 5MG/ML IN 2ML VIALS 10mg in 2ml vial(VIALS ONLY)	4.31-4	1.24-1		1.63-3	$5.5600	1.43-2						
222			RESTRAINTS SOFT POSEY 2510 (NO SUB)		3.19-1 HX/Delivery	3.19-2	3.72-4	3.46-3	$4.1700	3.09-UTI	$4.5400				
223			RING CUTTER	$61.540	4.20-3	$10.2700	3.64-1	5.49-4	$56.5000	$10.8800	3.98-2				
224			ROCHESTER CURVED FORCEPS 8.50" (2812-80994)		3.84-1		$64.010	7.65-2	2.28-DNMS	10.11-3	3.45-DNMS				
225			ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.	7.03-3	6.54-1		7.38-4	6.80-2	$15.8400						
226			SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date) (Latex Free) NOT	$2.170	1.68-1	1.77-4 HX	1.76-3	1.73-2		$1.7700	$1.8200				
227			SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)	0.19-UTI	0.64-3 HX	$0.6500	0.64-4	0.58-1	$2.5920	$0.9800	$0.6650		0.615-2		
228			SCOOP STRETCHER: FERNO MODEL 65		193.87-1		348.29-3	430.00-4	$483.1600		197-2				
229			SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)	$3.360	2.50-1	$2.7200	2.64-3	2.60-2	2.69-4	2.51-UTI	$3.2200				
230			SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)		$20.6500	4.896-3	4.74-2	4.65-1	6.70-4	4.78-UTI						

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
231			SHARPS SHUTTLE, FOR USE IN MED KIT.	$4.050	1.38-3 HX	1.38-4	$1.490	1.30-1	$1.8612		$1.5200		1.35-2		
232			SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS		10.89-1 HX		10.89-2	14.40-4	13.30-3						
233			SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.		0.14-1	0.17-2	0.21-4 HX	0.19-3	$0.4300	$0.4610	$0.2100		$0.3840		
234			SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM		7.05-4	6.99-3	6.33-2	6.32-1			$7.6700				
235			SPLINT, PELVIC BINDER - SAM PELVIC SLING II		59.99-4	$71.5700	55.36-2	53.60-1	$73.4400		55.74-3				
236			SPLINTS 9", PADDED I.V. ARM BOARD		$0.9600	0.51-4	$1.040	0.41-3	0.27-1		0.31-2		$0.6200		
237			SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)			62.50-1									
238			STERILE WATER FOR INJECTION, 10ML VIAL	1.12-3	1.07-2		1.13-4	0.80-1	$4.5500						
239			STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)		2.35-3	1.25-1 HX	2.75-4	$3.0800	1.25-2						
240			STETHOSCOPE DUAL HEAD, GENERIC	$4.350	$6.2900	1.70-1	3.18-4	$3.2100	$4.4000	$3.5000	2.22-2	2.00-UTI	2.34-3		
241			STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO: CHEST	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
242			STRYKER 6500001401	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
243			STRYKER 6500001402	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
244			STRYKER 6500001403	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
245			STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH.												
246			STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE: 30" X 84"	$1.550	1.2616-3	1.1934-1	1.26-2	$1.4000	1.24-DNMS	1.209-UTI	1.312-4		0.83-DNMS		
247			STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC	1.52-UTI	1.3596-DNMS	0.9924-DNMS	1.26-DNMS	1.40-2	DNMS	1.008-UTI	1.414-3		1.36-1		
248			STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .	0.46-UTI	0.4798-3	$0.5934	0.47-1 HX	$0.5400	0.47-2	$0.5300	0.481-4				
249			STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER MINIMUM 800 LB WEIGHT CAPACITY		12.87-4	12.22-2	$15.390	$15.3800		$13.9800	11.65-1		12.25-3		

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
250			STRYER: FOWLER O2 BOTTLE HOLDER COVER (P/N 6500-001-260)												
251			STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)								42.88-1				
252			SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (REMIS SYSTEM II)		2.81-4	$3.5100	2.50-2	2.36-1		2.379-UTI	2.67-3				
253			SUCTION TIP, Hi-D Ducanto (NO SUB) by SSCOR (NON LATEX)		1.71-1 HX/Delivery		1.72-3	1.70-2			1.73-4				
254			SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)		0.96-4	0.77-2	$1.090	$0.9800	0.91-3		0.74-1				
255			SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO-POSITION REGULATOR (RED COLOR)		529.34-4		520.85-3	493.00-1			514.95-2				
256			SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]		38.21-4		34.65-3	34.02-1			34.49-2				
257			SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)		59.57-2		76.22-3	58.00-1			56.82-DNMS				
258			SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box	$0.150	$0.1287	0.1086-4	0.06-2	$0.1300	0.09-3	$0.1270	$0.1175		0.0549-1		
259			SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box	$0.100	$0.1200	0.0575-3	$0.090	$0.1100	0.05-1	$0.1190	0.0682-4		0.0549-2		
260			SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box	$0.260	$0.2800	0.16-4	0.14-2	$0.2700	0.09-1	$0.2200	$0.1932		0.155-3		
261			SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.	$0.060	$0.0700	0.0477-1	0.05-3	$0.0700	$0.1600	$0.0680	0.0512-4		0.049-2		
262			SYRINGE, 30/35 CC - LUER LOCK TIP without needle.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
263			SYRINGE, 60 CC - CATHETER TIP without needle.	0.40-3	$0.6300	0.4344-4	0.35-1	0.40-2 HX	$0.4776	$0.4700	$0.4603				
264			SYRINGE, 60 CC - LUER LOCK without needle.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
265			SYRINGE, 60CC - SLIP TIP without needle.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
266			TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
267			TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
268			Tape, Coban 1"		0.49-3	$0.7100	$0.740		0.51-4	$0.8900	0.2283-1		0.302-2		
269			Tape, Coban 2"		0.77-3	$1.2800	$1.350	$1.2000	0.77-4	$1.6300	0.4108-1		0.57-2		
270			TETRACAINE 0.5%. 2ML BOTTLES	13.86-UTI	25.83-2		11.35-1	37.00-3	156.55-4						
271			THERMOMETER WELCH ALLYN SURE TEMP PLUS 690 W/ WALL MOUNT AND	$321.760	272.32-3	270.45-2	251.02-1	277.00-4	$688.7100	$295.5400	216.49-DNMS				

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
272			THERMOMETER PROBE COVERS FOR SURE TEMP PLUS 690		0.03744-3	0.03572-1	0.04-4	0.036-2	$0.0667	$0.0440	$0.3308				
273			THERMOMETER WALL MOUNTS ONLY FOR SURE TEMP 690		36.28-4	34.60-3	33.50-2	32.00-1		$42.8500	$40.9400				
274			THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
275			Thermovent HME Device (70-580011EA)		3.78-3	3.065-1	4.60-4	3.14-2	1.54-DNMS						
276			TINCTURE OF BENZOIN; SWAB AMPULES		1.106-4		0.23-1	$38.2500	$4.2400	0.96-3	0.2942-2				
277			TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF		0.08-3	0.066-1	0.07-2	$0.1500	$0.1100	$0.1230	0.1048-4				
278			TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK	10.15-UTI	20.44-1 HX/Delivery	$22.7100	20.61-3	20.43-2	$29.0400		22.22-4				
279			TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE		71.25-2		98.98-4	65.00-1	$396.7500		75.88-3				
280			TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	10.15-UTI	11.10-2			8.25-1							
281			TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS)		0.2308-2	0.19-1	0.28-3	$0.3000	$0.4687		$0.3225		0.285-4		
282			TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
283			TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML:	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
284			URINAL W/ LID: FOR USE ON AMBULANCE		$0.4900	0.34-1	$0.480	0.41-2	0.46-4	0.44-3	$0.7800	$0.5208	$0.7490		
285			VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML		34.075-2		32.56-1								
286			VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE		0.1999-1 HX	0.1999-2	$0.360	0.23-3	$0.7708	$0.5100	0.31-4				
287			VENTILATOR CIRCUIT WITH PROTECTIVE SLEEVE O-TWO 01CV8030-CS ONLY (NO		20.70-2		20.74-3	20.45-1			21.63-4				
288			VENTILATION CIRCUIT W/SWIVEL & EXHALATION FILTER. ALLIED LSP #L599-190 ONLY	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	
289			VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML		1.48-1		1.57-2	3.52-3							
290			VETBOND SKIN ADHESIVE (TWM3M1469)		19.00-1			28.00-2	18.05-UTI						
291			WOUND STAPLER 35 STAPLES PER GUN (218-8535)	$8.230	$9.8566	7.90-4	7.67-3	7.64-2	5.41-1	$10.7400					
292			ZOFRAN (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE	0.16-UTI	0.1393-1		0.05-DNMS	0.23-2	0.7873-3						
293			ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS	0.54-4	0.48-2		0.35-1	0.52-3	$1.4500						
294			DICK MEDICAL BIOTHANE G1 CROSS HARNESS FEMALE STRAP BLACK		39.23-4	37.33-1		39.00-3			37.45-2				

Medical Supplies for Williamson County

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
295			DICK MEDICAL BIOTHANE G1 CROSS HARNESS MALE STRAP BLACK		39.23-4	37.33-1		39.00-3			37.45-2				
296			DICK MEDICAL BIOTHANE G1 CROSS HARNESS SHOULDER STRAP BLACK		27.32-3	25.99-1		29.00-4			26.09-2				
297			DICK MEDICAL BIOTHANE G1 WAIST/LEG STRAP BLACK		16.67-1	18.31-3		20.00-4			16.99-2				
298			SWAT T TOURNIQUETS	10.15-4	7.74-3	$12.9300	$13.280	7.48-1	$12.8100		8.53-3				
299	Massimo	1859	LNCS ADTX ADHES SENSOR, 20/BOX	$14.200	$12.6900		$11.690	$11.5500	$6.7200	$38.6300	$11.9400			$11.3750	
300	Massimo	2918	LNCS E1 EAR ADH SENS, 10/BOX	$25.280	$21.8300		$20.570	$19.4400	$35.0400		$204.5500			$24.1910	
301	Massimo	1860	LNCS PDTX ADHES SENSOR, 20/BOX	$14.880	$13.3100		$12.250	$12.1000	$6.3400	$38.6300	$9.2100			$11.9000	
302	Massimo	3858	LNCS TFA-1 ADH SENSOR, 10/BOX	$31.770	$282.5700			$25.3800	$43.0000	$40.7300	$267.0500				
303	Massimo	2055	RED LNC-04 PATIENT CABLE, 1/BOX	$148.720	$155.5500		$121.000	$140.8000	$228.6000	$264.7000	$145.4600				
304	Massimo	4026	RD RAINBOW SET-2 ADT	$609.170			$59.400				$1,136.3900				
305	Massimo	4027	RD RAINBOW SET-2 PDT	$14.870			$54.950				$1,139.3900				
306	Massimo	4028	RD RAINBOW SET-2 INF	$168.990			$53.090				$1,420.4900				
307	Massimo	4029	RD RAINBOW SET-2 NEO				$59.400		$179.9900		$1,420.4900				
308	Massimo	4015	RD SET E1 EAR SENSOR	$35.780			$20.570				$340.9400				
309	Massimo	4053	RD SET TC-I EAR SENSOR				$20.570		$253.4600		$144.3500				
310	Massimo	1895	LNCS TC-I EAR SENSOR				$116.660				$144.3500				
311	Massimo	4016	RD SET TFA-1 FOREHEAD SENSOR	$31.770			$114.400		$44.0000		$340.9400				
312	Massimo	4055	RD SET TF-I FOREHEAD SENSOR				$275.850				$448.8800				
313	Massimo	1896	LNCS TF-I FORHEAD SENSOR				$275.850		$341.2000		$113.6500				
314	Massimo	4011	RD SET TRAUMA DIGIT SENSOR				$145.260				$568.1900				
315	Massimo	2411	LNCS TRAUMA DIGIT SENSOR				$112.600		$29.1100		$397.7500				
316	Massimo	4002	PRE-TERM INFANT MONITORING INF				$13.200	$13.7500			$14.2100				
317	Massimo	4003	PRE-TERM INFANT MONITORING NEO				$13.200	$13.7500			$14.2100				
318	Massimo	4014	CYANOTIC INFANT MONITORING BLUE	$1,091.850			$11.420				$340.9400				
319	Massimo	4015	E1 DISPOSABLE SENSOR RD SET E1	$21.020			$20.570				$340.9400				
320	LifePak	11160-000011	NIBP Cuff-Reusable Infant	$21.020	$17.1100	$17.5000	$16.940	$18.4100		$21.8600	$9.2300				

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Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
321	LifePak	11160-000013	NIBP Cuff-Reusable Child	$23.800	$19.4400	$19.8800	$19.250	$20.9200		$21.2200	$10.5600				
322	LifePak	11160-000015	NIBP Cuff-Reusable Adult	$32.380	$24.1100	$24.6500	$23.870	$25.9500	$32.3600	$22.6800	$13.6400				
323	LifePak	11160-000017	NIBP Cuff-Reusable Large Adult Bayonet		$26.4400	$27.0500	$26.180	$28.4600		$24.2400	$17.8600				
324	LifePak	11160-000019	NIBP Cuff-ReusableAdult X Large	$46.660	$38.1100	$38.9700	$37.730	$41.9200		$27.8300	$25.5200				
325	LifePak	11171-000049	RAINBOW DCI ADULT REUSABLESENSOR	$609.170	$497.7800	$509.0900	$577.500	$540.0000	$668.0800		$596.6000				
326	LifePak	11171-000050	RAINBOW DCIP PEDI REUSABLESENSOR				$605.000	$712.8000		$342.2000	$625.0000				
327	LifePak	11220-000028	CARRY CASE TOP POUCH FOR USE W/LIFEPAK 12/LIFEPAK 15	$56.170	$49.9500		$45.430	$50.2800			$46.9400				
328	LifePak	11260-000039	LIFEPAK 15 CARRY CASE BACK POUCH		$71.2400	$66.8200	$64.810	$71.5800	$87.6900	$105.2000	$66.4800				
329	LifePak	11577-000002	LIFEPAK 15 BASIC CARRY CASE W/RIGHT & LEFT POUCHES, SHOULDER STRAP		$274.9500	$260.1000	$251.790		$341.3500	$50.6000	$299.9800				
330	LifePak	11996-000359	TEMP SENSOR, SKIN PROBE, HIGH DIELECTRIC, DISPOSABLE		$5.9700	$5.5990	$5.420	$6.2500	$7.3500		$5.7300				
331	LifePak	21996-000109	TITAN III WIFI GATEWAY												
332	LifePak	80596-000003	TRUE CPR COACHING DEVICE INCLUDES: TRUECPR DEVICE, USB		$1,674.0400			$1,602.4300		$2,060.7400	$1,407.4500				
333	LifePak	11140-000015	AC POWER CORD	$68.410	$69.8300		$63.910	$72.3100	$86.6400		$65.0900				
334	LifePak	11140-000052	LP15 REDI-CHARGE ADAPTER TRAY	$200.850	$178.3100		$162.470	$180.5200	$220.2600		$165.4500				
335	LifePak	11141-000115	REDI-CHARGE BASE (POWER CORD NOT INCLUDED)	$1,479.990	$1,311.3900		$1,197.350	$1,306.2000	$1,623.2200		$1,219.2700				
336	LifePak	11600-000030	CODE-STAT 11 DATA REVIEW SEAT LICENSE					$2,884.6500							
337	LifePak	21330-001176	LP 15 LITHIUM-ION BATTERY		$407.4500	$394.4700	$368.830	$402.9200			$447.5000				
338	LifePak	11171-000065	M-LNCS DB1 SOFT SENSOR		$181.3700		$151.530	$168.0000			$262.6700				
339	Zoll	8000-000371	SPO2/SPCO/SPMET RAINBOW DCI ADULT REUSABLE SENSOR WITH CONNECTOR	$609.170	$1,019.1000		$929.500	$550.0000	$995.8400		$596.6000			$340.2800	
340	Zoll	8000-0895	CUFF KIT W/WELCH ALLYN SMALL ADULT, LARGE ADULT, THIGH CUFF	$160.280			$60.040			$71.1800	$199.2500			$110.2500	
341	Zoll	REUSE-07-2MQ	REUSE-07-2MQ INFANT CUFF 2-TUBE TWIST LOCK	$21.020	$20.4600	$17.6500	$17.090	$17.0900	$8.6400	$21.8600	$26.1600			$36.7500	
342	Zoll	REUSE-08-2MQ	REUSE-08-2MQ SMALL CHILD CUFF 2-TUBE TWIST LOCK	$21.020	$20.4300	$17.6500	$17.090	$17.0900	$8.6400	$21.8600	$26.1100			$36.7500	
343	Zoll	REUSE-09-2MQ	CHILD CUFF 2-TUBE TWIST LOCK		$21.1600	$18.2800	$17.700	$17.7000	$8.6400	$22.6400	$26.1200			$36.7500	
344	Zoll	8000-0580-01	SIX HOUR RECHARGEABLE SMART BATTERY		$595.1100	$562.5000	$414.500	$498.9600		$436.2900	$515.0000			$346.5000	
345	Zoll	8200-000100-01	SINGLE BAY CHRGER FOR THE SUREPOWER AND SUREPOWER II		$1,148.7400		$779.630	$415.3500	$930.4000	$773.3600	$823.8900			$661.5000	
346	Zoll	8000-0670	YSI REUSABLE ADULT SKIN TEMPERATURE PROBE	$76.330	$90.3000		$62.800	$70.2400	$7.9600	$86.4400	$107.9900			$56.2500	

Item			DESCRIPTION OF PRODUCT	Antillean RX Centers	Medical Supplies for Williamson County Bound Tree	Concordance Healthcare	Henry Schein	Life Assist	Medline	Premiere Scientific	Quadmed	Rece	Southern Safety Sales	Zoll	
347	Zoll		RN 12 LEAD								$85.2900			$227.5000	
348	Zoll	8300-000676	ONE STEP CABLE, X SERIES				$474.510	$476.0000			$414.7900			$297.5000	
349	Zoll	8009-0020	CPR-D PADZ & CPR STAT PADZ CONNECTOR FOR R SERIES		$451.5800	$319.6000		$145.7600	$1,128.8800		$323.8800			$262.5000	
350	Zoll	8000-0330	SPO2 RAINBOW REUSABLE PT CABLE: CONNECTS TO LNCS SINGLE USE AND		$355.7500		$45.960	$35.8700			$191.1900			$206.5000	
351	Zoll	8000-0379	LNCS DBI REUSABLE FINGER SENSOR		$288.8600		$374.030	$184.8000			$340.9500			$234.5000	
352	Zoll	8900-0801-01	ASTAT-PADZ11 ADULT MFP		$50.2800	$50.2800	$49.530	$35.8700	$527.4600		$37.6000			$41.3000	

Commissioners Court - Regular Session **19.**

Meeting Date: 06/11/2019

Authorize Maintenance Agreement with Unified Power

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Service Contract between Unified Power and Williamson County pursuant to Quote No.61821- Rev: 3 in the amount $4,000.00 and authorizing execution of the agreement.

Background

The Williamson County Emergency Operations Center has several large uninterruptible power supplies (UPS) that maintain power to critical infrastructure during an outage that results with the loss of commercial electric service and then when the backup generator comes on-line or if the generator fails during a commercial electric service outage. The “building-wide” UPS maintenance is covered under a different agreement. This proposal is for coverage of the Motorola radio system and the Solacom 9-1-1 telephone system UPS’s and will expire at the same time as the building-wide agreement. This will allow us to combine all of the UPS’s into a single agreement for FY20. Terry Purvis/Ken Malgren are the points of contact for this transaction. This expenditure will be charged to 01.0100.0581.004500 and funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal 61821

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 03:08 PM
County Judge Exec Asst.	Andrea Schiele	06/05/2019 05:02 PM
Form Started By: Johnny Grimaldo		Started On: 06/05/2019 11:42 AM
Final Approval Date: 06/05/2019		

Unified Power

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Keeping You in Power

Williamson County Emergency Communications
Maintenance Agreement - (2) Toshiba 1600 and (2) Eaton 9170
Proposal #: 61821 - Rev: 3
Date: 03/12/2019

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Maintenance Agreement - (2) Toshiba 1600 and (2) Eaton 9170

Invoice To:	End User:
Williamson County Emergency Communications 911 Tracy Chambers Ln Georgetown TX 78626	Williamson County Emergency Communications

Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US

Manufacturer	Model	Serial #	Batt Qty	Coverage	PM Frequency	Price
Toshiba	1600XP Series	120302889		FS/P/4hr	1 Major 7x24	$925.00
Toshiba	1600XP Series	120100335		FS/P/4hr	1 Major 7x24	$925.00
EnerSys	NP7-12FR		24	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		24	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		24	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		24	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		24	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		24	PM/4hr	1 Major 7x24	-
Eaton Powerware	9170	EA201T0028		FS/P/4hr	1 Major 7x24	$1,075.00
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-

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Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US						
Manufacturer	**Model**	**Serial #**	**Batt Qty**	**Coverage**	**PM Frequency**	**Price**
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
Eaton Powerware	9170	EY434T0029		FS/P/4hr	1 Major 7x24	$1,075.00
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
EnerSys	NP7-12FR		10	PM/4hr	1 Major 7x24	-
Site Total:						$4,000.00

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Coverage Legend	
Coverage	**Description**
FS/P/4hr	Full Service, Parts & Labor for the UPS, 4hr Emergency Response Time 7x24
PM/4hr	Preventive Maintenance Only, 4hr Emergency Response Time 7x24, Repairs Billable

Summary	
Williamson County Emergency Communications, 911 Tracy Chambers Ln, Georgetown, TX 78626, US	$4,000.00
Tax	$0.00
Total	$4,000.00

Agreement and Terms			
Contract Start	**Contract End**	**Payment Term**	**Billing Cycle**
06/01/2019	09/30/2019	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			

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Unified Power's Terms & Conditions will apply to orders based on this proposal.

Unified Power's Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

Unified Power		**Williamson County Emergency Communications**	
Signature:	Samuel D. Brown	Signature:	
Date:	5/29/2019	Date:	
Printed Name:	Samuel D. Brown	Printed Name:	
Title:	Executive Vice President	Title:	

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Service Agreement

UNIFIED POWER will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer's specifications, as further defined in UNIFIED POWERS Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by UNIFIED POWER and Customer expressly subject to the standard commercial Terms and Conditions of UNIFIED POWER all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:

    a. Minor inspection(s) (if applicable) will be scheduled at the convenience of UNIFIED POWER and normally will not require a system shutdown.
    b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. UNIFIED POWER will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, UNIFIED POWER will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
2. UNIFIED POWER will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

    *RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY UNIFIED POWER, TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.
3. UNIFIED POWER will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
2. Any parts replaced under this Agreement will become the property of Unified Power.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
2. Work not covered by this Agreement will be evaluated by UNIFIED POWER and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
2. Customer will provide adequate working space and facilities for use by UNIFIED POWER and proper storage of spare parts. Customer will allow UNIFIED POWER ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by UNIFIED POWER, it will be performed in accordance with general manufacturer's recommendations and standard industry practice. UNIFIED POWER assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.

G. TERM and TERMINATION:

1. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
2. Notwithstanding the foregoing, Customer or UNIFIED POWER may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) UNIFIED POWER, at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due UNIFIED POWER; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by Unified Power prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by UNIFIED POWER is subject to inspection by UNIFIED POWER to determine if it is in acceptable working condition prior to acceptance of this Agreement by UNIFIED POWER. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by UNIFIED POWER will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this Agreement:

    a. Persons other than UNIFIED POWER attempt to repair or maintain the equipment covered by this Agreement;
    b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by UNIFIED POWER, its agents, or employees;
    c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
    d. Reasonable access to the covered equipment is denied to UNIFIED POWER;
    e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
    f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
    g. UNIFIED POWER is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
    h. UNIFIED POWER is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

1. Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever UNIFIED POWER is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:

    a. A Safety Representative, as provided for in Paragraph I;
    b. Inspection and replacement of air filters on a routine basis;
    c. All applicable equipment areas kept clean and free of loose debris.
    d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
    e. Humidity control in all applicable equipment areas to prevent condensation;
    f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:

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1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, UNIFIED POWER shall have the right to subcontract any of the work that is the subject of this Agreement.

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Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14

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UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Major PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

I. Visual Inspection

- A. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
- B. Inspect all power connections for signs of overheating.
- C. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
- D. Inspect all DC capacitors for signs of leakage.
- E. Inspect all AC capacitors for signs of leakage.
- F. Inspect and inventory all customer owned spare parts.
- G. Inspect for, and perform as required, any open engineering changes.

II. Internal Operating Parameters

- A. DC Ground Detection Offset
- B. Inverter leg current average balance
- C. Output filter current average phase balance
- D. Rectifier bridge current average leg balance
- E. AC Protection settings and operation
- F. DC Protection settings and operation
- G. Input and Output Frequency and Voltage Bandwidth settings.
- H. Verify DC filter capacitance.
- I. Verify AC tank and trap filter capacitance.
- J. Power Supply voltages and waveforms.
- K. Replace Power Module power supply back up control battery cells.
- L. Static Switch leakage testing

III. External Operating Parameters

- A. System Input Voltages (all phases)
- B. System Input Currents (all phases)
- C. DC Charging Voltage (float and equalize), record settings, adjust to nominal
- D. Rectifier phase on and walk up
- E. Inverter phase on and walk up
- F. Adjust all panel meters to measured values
- G. System Bypass Voltages (all phases)
- H. Manual and UV Transfer Testing, verify uninterrupted transfer waveform.
- I. Outage simulation, and battery capability testing, and verify charger current limit.
- J. Generator operation and interface verification.

IV. Environmental Parameters

A. UPS area ambient temperature and condition of ventilating equipment.
B. General Cleanliness of UPS Power Module
C. General Cleanliness of UPS area.
D. Replace all air filters.
E. Clean control panel/CRT screen.3

V. Battery Cabinet Checks

A. General appearance of Battery System (all types)
B. General cleanliness of Battery System area. (all types)
C. Battery System area ambient temperature and condition of ventilating equipment.

VI. Monitoring System Parameters

A. Alarm archive review and printing
B. Alarm lamp test - local and remote
C. Replace all open monitor bulbs

VII. General

A. Customer Consultation
B. Verbal Recommendations
C. General Observations

Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 02/28/14

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Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during an inspection of the battery plant (Battery PM Services). Battery PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. No Battery PM Services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Clients canceling a Battery PM Service less than 24 hours prior to the scheduled appointment time may forfeit Battery PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the Battery PM inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the Battery PM Services otherwise available to client from Contractor.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record total system float voltage and individual battery voltages using a digital voltmeter.
- Batteries may be load tested with a portable tester applying 2.5 times its ampere hour rating for 15 seconds and record battery voltage at end of test period. Batteries may also have the internal resistance, impedance or conductance recorded as well as load testing 10% during bi-annual inspections.
- Measure and record ambient temperature and all negative post temperatures.
- Measure and record all of the intercell/unit connector and battery cable contact resistances using a digital low resistance ohmmeter to verify that connection resistances are within the acceptable values determined for the particular battery, per manufacturers guidelines. Not applicable to units with spade terminals.
- Visually inspect conditions and appearance of the following:
  - Main terminal connections, intercell/unit connectors, cables, and associated hardware.
  - Cell/unit covers, containers, and post seals.
  - Battery racks or cabinets and associated components and hardware.
- Mechanicals and Housekeeping Review:
  - Spot check torque on battery rack frames, rails and braces.
  - Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
  - Perform cleaning of accessible surfaces and surrounding areas.
- Inspect and/or adjust the following:
  - Float and equalize voltage settings.
  - Operation of output current and voltage meters.
  - General housekeeping of equipment.
- Review of Customer maintained records and safety documentation:
  - Check for warning/hazard labels and operation information placards.
  - Inspect area for safety equipment if required.
- Provide Customer with a written report:
  - Describe condition of the batteries and any maintenance which Contractor deems necessary.
  - Submit Report within 5 days

Rev. 9/17/13

Commissioners Court - Regular Session **20.**

Meeting Date: 06/11/2019

Reliance Architecture WA#2 - P512 M11 Ambulance Station

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $31,000.00 to expire on May 15, 2020 under Williamson County Contract for Architectural and Engineering Services between Reliance Architecture, LLC and Williamson County dated January 30, 2019 for M11 Ambulance Station.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

P512 - Reliance WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 09:33 AM
Form Started By: Gina Wrehsnig		Started On: 06/06/2019 08:30 AM
Final Approval Date: 06/06/2019		

WORK AUTHORIZATION NO. 2

PROJECT: M11 Ambulance Station

This Work Authorization is made pursuant to the terms and conditions of the Agreement for Architectural and Engineering Services, being dated January 30, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Reliance Architecture, LLC (the "A/E").

Part1. The A/E will provide the following Architectural and 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 $31,000.00.

Part 3. Payment to the A/E 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 May 15, 2020. The Architectural and 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. A/E 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 A/E 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 A/E.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

A/E:	COUNTY:
Reliance Architecture, LLC	Williamson County, Texas
By: 	By: _____
Signature	Signature
Antonio Naylor	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by A/E

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by A/E

RELIANCE
ARCHITECTURE
Value. Partnership. Management. Convenience.

April 29, 2019

Tom Stanfield, Project Manager
3101 SE Inner Loop
Georgetown, Texas 78626

Dear Tom,

Reliance Architecture is pleased to submit our services and fee proposal to Williamson County.

Scope of Services
Reliance Architecture's proposes the following services: Design & Documentation, Bidding and Construction Phase Services. These are described in detail below under Architectural Services.

Project Scope
Reliance Architecture understands Williamson County needs 1,066 square feet of addition to existing Precinct 1 Annex for EMS Bay in Round Rock, Texas. Per our email conversations since April 4, 2019 and our meeting with EMS and Commissioner Cook's Executive Assistant on April 24, 2019, we have the following scope:

- Construct a detached 1,066 sf Pre-Engineered Metal Building (PEMB).
- Provide single slope away from Existing Building for site drainage.
- Exterior shall be Metal R-panels as provided by PEMB.
- Foundation shall be Slab on Grade with Select Fill replacement as per recommendations provided by Geotech for Existing Precinct 1 Annex.
- 8' of Interior Metal Liner Panels attached to girts for ease of maintenance.
- Bollards at both sides of Garage Door at both the entry and exit of opening. Additional bollards at back of bay. Bollards shall protect PEMB structure.
- Provide personnel door aligned with existing personnel door.
- Provide 14'x14' garage door for ease of maneuverability into bay.
- Provide exhaust and louvers same as EMS Bay built on Sam Bass Road.
- Provide LED light fixtures and power similar to EMS Bay at Sam Bass Road.

Alternates

- Add 8' Masonry Veneer with Sheathing and Back-up Support Wall
- Provide Emergency Backup Power and Panel
- Provide Minimal Heating

Architectural Services Fee
We propose providing Architectural Services with MEP Services, as described below. We expect from initiation of work authorization to substantial completion of project to be 8 to 10 months. Any additional hours required to complete services shall be sent in writing for approval prior to executing that work.

To be paid as follows:	
Design & Documentation (2 to 3 months)	$13,160
Bidding & Negotiations (2 months)	$1,122
Construction Phase Service (4 to 5 months)	$4,768
Total	$25,850

Reliance Architecture, LLC
1306 Barrington Dr.
Austin, TX 78753
(512) 758-7660
info@reliancearchitecture.com
reliancearchitecture.com

ARCHITECTURAL SERVICES

Description of Services

Our basic Architectural services will include working closely with yourself to develop a design and provide advice and guidance that is customized to your needs.

Design & Documentation

Goal: Define all elements and design features, establish budget and schedules, and provide documents for construction.

Important Operations:

- Evaluate Scope and Budget;
- Investigate existing conditions and discuss recommendations
- Layout all general design features of project;
- Finalize function and layout of space;
- Organize Spaces and put in equipment, fixtures, lighting and finishes;
- Continue behind the scenes work developing lighting, mechanical and other systems.
- Continue behind the scenes work to develop how your design can be built;
- Take completed design, translate it into documents for contractor, communicating what you expect to be built;
- Ensure compliance with local regulations and state guidelines;
- Perform any necessary design changes resulting from interpretative differences;
- Ensure Construction Documents are complete and ready for Bidding and Negotiations.

Bidding & Negotiations

Goal: Ensure that your vision is within budget while maintaining value.

Important Operations in Bidding and Negotiations Phase:

- Plan pricing documents based on project delivery method;
- Receive bids for construction through contractors or negotiate pricing with your contractor;
- Answer all questions asked by bidders;

Construction Phase Services

Goal: To conclude on time and on budget with a quality building that meets the design intent as communicated to the Contractor through the Construction Documents.

Important Operations in Construction Phase:

- Contractor will use Construction Documents and build your facility according to the design developed in the above steps and communicated through the Construction Documents;
- Work as team with you and contractor, as your advocate, to ensure construction results in the building as it has been designed;
- Perform on-site inspections during construction.
- Complete final inspection with you to ensure your design has been achieved.

Clarifications

Reliance Architecture requests:

- Site surveys and geotechnical reports for all district properties, where available;
- All items requested are preferred in digital format, where possible.

This proposal does not include:

- Civil Engineering
- Site surveys;
- Measured or “As-Built” drawings;
- Soil / geotechnical investigations;
- Subsurface investigations;
- Investigation of inaccessible systems and infrastructure;
- Air quality investigation;
- Environmental reports;
- Direction on dealing with hazardous materials;
- Printing.

CONTRACT FOR SERVICES

Services shall be performed per the approved and executed Exhibit C, Work Authorization and the executed contract between Williamson County and Reliance Architecture

Best Regards,



Antonio Naylor, President

Attachment C - Work Schedule

A work schedule for assigned tasks will be determined in the course of the project when sufficient information is available.

Attachment D - Fee Schedule

Reliance Architecture

2019 Rate Schedule

1/8/2019

Architecture

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal in Charge	Antonio Naylor	$165 / HR
Principal	Clifton Stuckey	$165 / HR
Project Architect	Kimberly Thompson	$150 / HR

Mechanical , Plumbing & Electrical Engineering

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal in Charge	Byron or Buck Hendrix	$220 / HR
Sr. Engineer	Byron or Buck Hendrix	$185 / HR
Engineer (PE)	Philip Peeples	$160 / HR
Project Manager	Larry Millican, Keith Mayes, Craig Harris, Ricky Davidson	$150 / HR
Computer Aided Designer	Julie Ruttenberg, Jesus Valdez	$90 / HR
Administrative/Clerical	Gina Bunch, Becky Mayes	$70 / HR

Structural Engineering: M&S Engineering

Raw Cost Multiplier: 0%

Position	Name	Billing Rate
Structural Engineering Lead	Amy Stone	$160 / HR
Structural Engineer in training	Jeff Wilks	$105 / HR
Drafter	Kevin Vogler	$80 / HR

Civil Engineering: M&S Engineering

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Project Manager III	Jen Henderson, P.E.	$170 / HR
Senior Technician IV	Adam Reilly	$120 / HR
Principal Engineer I	Steven Widacki	$190 / HR
Engineer in Training	Eric Wooten	$100 / HR

Interior Design: Edwrds + Mulhausen

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal	Harmony A Edwards-Canfield	$150 / HR
Senior Interior Registered Designer	Krystal Lucero	$135 / HR
Project Designer	Jenni Jacobs	$110 / HR

Landscape Architect: Circle V

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Founder, Lead Landscape Architect	Jaime Sims	$100 / HR

Technology Consultant: True North Group

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal in Charge	Jon Martin	$185 / HR
Principal	Tony Chojnowski/Ricki Fisher	$185 / HR
Senior Consultant	Jason Anderson	$165 / HR
Technology Consultant	Jeff Crabb	$150 / HR
Technology Drafter	Laura Burk	$70 / HR

Roofing and Building Envelope Consultant: Hollon+Cannon

Raw Cost Multiplier: 0%

Position	*Name*	*Billing Rate*
Principal in Charge	Jonathan Cannon	$150 / HR
Principal	Mel Hollon	$150 / HR
Architect	Tom Pope	$135 / HR
Project Manager	Mike Hollman	$120 / HR
Project Manager	Jeff Runge	$120 / HR

Commissioners Court - Regular Session **21.**

Meeting Date: 06/11/2019

CR 200 Project CZP Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding a TCEQ Agent Authorization Form for the the Edwards Aquifer Protection Program associated with the CR 200 Project, a Road Bond project in Commissioner Pct. 2. Project: P285 Funding Source: Road Bond

Background

The CR 200 project requires TCEQ approval of a Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of Jones and Carter to submit the needed CZP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 200 CZP Agent Authorization Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 08:25 AM
Form Started By: Dawn Haggard		Started On: 06/05/2019 12:14 PM
Final Approval Date: 06/06/2019		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Bill Gravell Jr.,
Print Name

County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Odalys Johnson, P.E., C.F.M.
Print Name of Agent/Engineer

of Jones|Carter
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **22.**

Meeting Date: 06/11/2019

Supplemental Work Authorization 1 to Work Authourization 7 for SAM on call professionals

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 7 for on Call Professional Survey Services with Surveying and Mapping, LLC. Extending the expiration date to September 30, 2020 and to increase the maximum amount payable to $45,000.00.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM Inc. WA 1 to WA 7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 09:25 AM
Form Started By: Lydia Linden		Started On: 06/06/2019 08:42 AM
Final Approval Date: 06/06/2019		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __7__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Professional Survey Services

This Supplemental Work Authorization No. _1__ to Work Authorization No. _7___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __7__ dated effective **August 14. 2018** (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to **September 30, 2020**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$25,000.00** to **$45,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Patrick A. Smith	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	Williamson County Judge
Title	Title
06/02/2019	
Date	Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session **23.**

Meeting Date: 06/11/2019

Supplemental WA 1 to WA 8 for Right of Way Survey and Parcel Maps for San Gabriel Ranch Road with SAM Inc

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No.1 to Work Authorization No.8 for Right of Way Survey and Parcel Maps for San Gabriel Ranch Road with Surveying And Mapping, LLC. This Supplemental is to deobligate the Work Authorization amount of $20,000 and to revise the termination date to June 11, 2019.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM Inc WA 1 to WA 8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 09:30 AM
Form Started By: Lydia Linden		Started On: 06/06/2019 08:56 AM
Final Approval Date: 06/06/2019		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __8__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Right of Way Survey and Parcel Maps for San Gabriel Ranch Road

This Supplemental Work Authorization No. _1__ to Work Authorization No. _8___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM) LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __8__ dated effective August 14, 2018 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to **June 11, 2019**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby decreased from **$20,000.00** to **$0.00**.

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

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Patrick A. Smith	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	Williamson County Judge
Title	Title
06/05/2019	
Date	Date

Commissioners Court - Regular Session **24.**

Meeting Date: 06/11/2019

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Northwest Phase 1 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Northwest Phase 1 subdivision – Precinct 2.

Background

This subdivision consists of 3 lots and no new roads.

Timeline

2019-02-01 – Initial submittal of final plat
2019-02-15 – 1st review complete with comments
2019-03-07 – 2nd submittal of final plat
2019-03-22 – 2nd review complete with comments
2019-05-22 – 3rd submittal of final plat
2019-06-05 – 3rd review complete with comments
2019-06-05 – 4th submittal of final plat with all signatures and comments clear
2019-06-06 – final plat placed on June 11, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

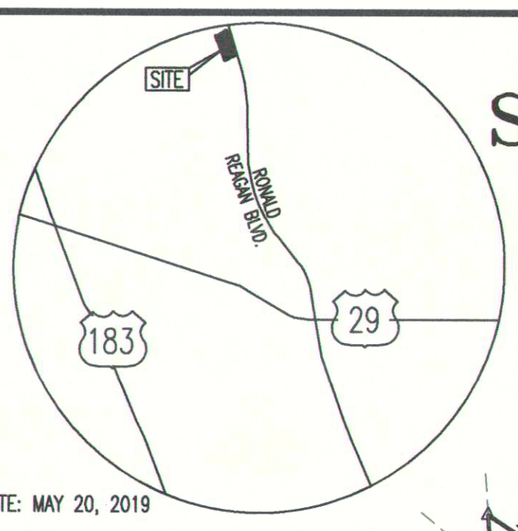
Attachments

final plat - Santa Rita Northwest Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:59 AM
Form Started By: Adam Boatright		Started On: 06/06/2019 11:44 AM
Final Approval Date: 06/06/2019		

FINAL PLAT OF
SANTA RITA NORTHWEST PHASE 1



DATE: MAY 20, 2019

OWNER:
SANTA RITA COMMERCIAL, LLC.
A TEXAS LIMITED LIABILITY COMPANY
8200 NORTH MOPAC, STE. 300
AUSTIN, TX. 78759

DEVELOPER:
SANTA RITA COMMERCIAL, LLC
A TEXAS LIMITED LIABILITY COMPANY
8200 NORTH MOPAC, STE. 300
AUSTIN, TX. 78759

SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone

ENGINEER:
GREEN CIVIL DESIGN, LLC.,
11130 JOLLYVILLE RD. STE. 101
AUSTIN, TEXAS 78759
(512) 640-6590 phone

TOTAL ACREAGE: 22.157 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL NO. OF LOTS: 3
TOTAL NO. OF LOTS: 1

Line Table		
Line #	Length	Direction
L1	184.48	N22°27'46"W
L2	54.70	S75°18'29"E
L3	24.79	S75°38'59"E
L4	52.16	S87°51'08"E
L5	44.02	N79°08'21"E
L6	63.09	N20°18'00"E
L7	49.88	N82°48'17"E
L8	24.46	N58°31'03"E
L9	14.21	N02°23'08"W
L10	15.67	N03°51'25"E
L11	6.89	N05°00'33"E
L12	11.98	N35°27'37"E
L13	13.59	N72°52'44"E
L14	37.52	N81°44'40"E
L15	64.97	N62°13'39"E
L16	46.39	N53°37'24"E
L17	49.38	N56°02'17"E
L18	52.69	N47°46'06"E
L19	35.62	N57°56'41"E
L20	43.86	N58°16'00"E
L21	50.15	N62°51'42"E
L22	17.47	N49°47'55"E
L23	9.93	S71°37'24"W
L24	128.62	S71°30'14"W

Easement Table		
Line #	Length	Direction
(L25)	337.15	S71°30'25"W
(L26)	204.15	N71°30'25"E
(L27)	31.92	N43°51'28"E
(L28)	166.42	N18°29'35"W
(L29)	29.74	N71°30'25"E
(L30)	162.56	N18°29'35"W
(L31)	119.80	S22°27'46"E
(L32)	77.56	S89°43'49"E
(L33)	90.78	N85°14'21"E
(L34)	175.86	N50°33'36"E
(L35)	46.06	N54°11'14"E
(L36)	119.98	N52°08'47"E
(L37)	77.94	N69°03'23"E
(L38)	63.89	N61°36'13"E
(L39)	44.14	N66°19'50"E
(L40)	16.08	N53°39'39"E
(L41)	129.73	N18°29'35"W

COUNTY ROAD # 258
(R.O.W. VARIES)

APPROXIMATE CENTERLINE OF ANDERSON CREEK AS LOCATED ON SEPTEMBER 11TH, 2018

MARION SHIPMAN
REMAINDER OF
3.4073 ACRES
DOC. NO.
2013092374

LOT 2
VILLA OAKS
SUBDIVISION
DOC. NO.
2015101731

75' O.S.S.F SETBACK

LOT 3 Ⓐ
8.763
ACRES
MINIMUM FINISHED FLOOR ELEVATION = 886.05'

ROBERT & DORETHA
PHILLIPS
12.00 ACRES
DOC. NO.
2001071141

(2.070 AC.)
ACCESS
EASEMENT
DOC. NO.
2019047426

(26.40 AC.)
EXHIBIT A-5
SANTA RITA COMMERCIAL, LLC.
DOC. NO. 2014012340

LOT 2 Ⓐ
9.430
ACRES

ROBERT & DORETHA
PHILLIPS
10.87 ACRES
DOC. NO. 2001071141

LOT 1 Ⓐ
3.964
ACRES

JESLACKRP2
10.106 ACRES
DOC. NO.
2017109336

POINT OF BEGINNING

B. MANLOVE SURVEY,
ABSTRACT # 417

PROPOSED TOWER ROAD
(120' R.O.W.)

(1,526.34 AC.)
BRAUN FAMILY LIMITED
PARTNERSHIP
DOC. NO. 2004033001

(26.40 AC)
EX. A-5
SANTA RITA
COMMERCIAL, LLC.,
DOC. NO.
2014012340

(0.087 AC.)
DRAINAGE
EASEMENT
DOC. NO.

(1.475 AC.)
DRAINAGE EASEMENT
DOC. NO. _____

RONALD REAGAN BLVD.
(R.O.W. VARIES)

EDGE OF ASPHALT
APPROXIMATE CENTERLINE OF ASPHALT
EDGE OF ASPHALT

50' B.L.
25' B.L.

N21°59'13"W 310.41'
N18°26'04"W 148.74'
S18°29'35"E 979.75'
N18°29'35"W 654.63'
N19°06'07"W 275.65'
N20°56'22"W 745.07'
S18°29'47"E 564.11'
S20°56'22"E 356.39'
S60°35'39"W 281.48'
N71°30'25"E 659.11'
S71°30'11"W 555.82'

120.20'
220.00'
230.13'
S71°30'25"W 200.00'
200.00'
131.40'
210.00'
140.30'
267.02'
325.11'
297.09'
218.19'
57.46'
205.65'
75.83'
120.00'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SCALE: 1" = 100'

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND
- ○ CAPPED 1/2" IRON ROD SET
- △ CALCULATED POINT
- B.L. BUILDING LINE
- Ⓐ BLOCK DESIGNATOR
- — — — 100 YEAR FLOOD PLAIN BY STUDY PREPARED BY GREEN CIVIL DESIGN, LLC. DATED APRIL 4TH, 2019

NOTES:

1. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
2. BUILDING SLAB ELEVATIONS SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
3. SEWER SERVICE FOR THIS SUBDIVISION SHALL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
6. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY.
7. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSED AGREEMENT WITH WILLIAMSON COUNTY.
8. DRIVEWAYS AND TURN LANE IMPROVEMENTS FOR LOTS 1, 2, AND 3 WILL BE DETERMINED AT THE TIME OF DEVELOPMENT.
9. BEARINGS ARE BASED TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
10. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
11. LOTS 1, 2, AND 3, BLOCK A, ARE NOT INTENDED FOR RESIDENTIAL USE.
12. 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.
13. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOODPLAIN DEVELOPMENT PERMIT FOR LOT 3 FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
14. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOTS 1 AND 2, BLOCK A, WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
15. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN.
16. FOR LOT 3, BLOCK A, A 25' OSSF SETBACK TO BE PROVIDED FROM ANY DETENTION POND.
17. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY GREEN CIVIL DESIGN LLC., DATED APRIL 4, 2019.
18. THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	211.35	1110.00	S66°02'56"W	211.03	105.99	10°54'33"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C2)	110.07	134.00	S18°29'35"E	107.00	58.35	47°03'47"
(C3)	43.20	27.50	S63°29'35"E	38.89	27.50	90°00'00"
(C4)	108.31	52.75	S77°19'03"E	90.26	87.18	117°38'56"

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: 5058\SURVEY\FINAL PLAT - SANTA RITA NORTHWEST PHASE 1.dwg

FINAL PLAT OF
SANTA RITA NORTHWEST PHASE 1

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I JAMES EDWARD HORNE, VICE PRESIDENT OF MREM TEXAS MANAGER, LLC, MANAGER OF SANTA RITA COMMERCIAL, LLC., BEING THE OWNER OF THAT CALLED 26.40 ACRES OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2014012340 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE 22.157 ACRES OF LAND 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 SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

"FINAL PLAT OF SANTA RITA NORTHWEST PHASE 1"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF June, 2019.

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
MREM TEXAS MANAGER, LLC, MANAGER OF
SANTA RITA COMMERCIAL, LLC, A TEXAS LIABILITY COMPANY
7143 VALBURN DRIVE
AUSTIN, TX. 78731

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 3 DAY OF JUNE, 2019, A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS
REGINA SPURLOCK

REGINA SPURLOCK
Notary ID #7770067
My Commission Expires
September 4, 2022

FIELD NOTES

BEING ALL OF THAT CERTAIN 22.157 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 26.40 ACRE TRACT OF LAND CONVEYED TO SANTA RITA COMMERCIAL, LLC., IN DOCUMENT NUMBER 2014012340 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 22.157 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED ½" IRON ROD FOUND STAMPED "RJ SURVEYING", BEING A SOUTHWESTERN CORNER OF SAID 26.40 ACRE TRACT, BEING ALSO A WESTERN CORNER OF A CALLED 1,526.34 ACRE TRACT OF LAND CONVEYED TO BRAUN FAMILY LIMITED PARTNERSHIP IN DOCUMENT NUMBER 2004033001 (O.P.R.W.C.TX.) AND BEING ALSO A SOUTHEASTERN CORNER OF A CALLED 10.106 ACRE TRACT OF LAND CONVEYED TO JESLACKRP2, LLC., IN DOCUMENT NUMBER 2017109336 (O.P.R.W.C.TX.), FOR A SOUTHWESTERN CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 26.40 ACRE TRACT, SAID 10.106 ACRE TRACT, A CALLED 10.87 ACRE TRACT OF LAND CONVEYED TO ROBERT AND DORETHA PHILLIPS IN DOCUMENT NUMBER 2001071141 (O.P.R.W.C.TX.), A CALLED 12.00 ACRE TRACT OF LAND CONVEYED TO ROBERT AND DORETHA PHILLIPS IN SAID DOCUMENT NUMBER 2001071141, LOT 2 OF VILLA OAKS SUBDIVISION, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2015101731 (O.P.R.W.C.TX.) AND A SOUTHERN RIGHT-OF-WAY LINE OF COUNTY ROAD 258 (R.O.W.VARIES), THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

1. N20°56'22"W, A DISTANCE OF 745.07 FEET TO A CAPPED ½" IRON ROD FOUND STAMPED "RJ SURVEYING",
2. N19°06'07"W, A DISTANCE OF 275.65 FEET TO A ½" IRON ROD FOUND,
3. N21°59'13"W, A DISTANCE OF 310.41 FEET TO A ½" IRON ROD FOUND, AND
4. N22°27'46"W, A DISTANCE OF 184.48 FEET TO A CALCULATED POINT, BEING A POINT IN THE APPROXIMATE CENTERLINE OF ANDERSON CREEK AS LOCATED ON THE 11TH OF SEPTEMBER, 2018, BEING A NORTHWESTERN CORNER OF SAID 26.40 ACRE TRACT, BEING ALSO A POINT ON A SOUTHERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 258 AND BEING ALSO A SOUTHWESTERN CORNER OF A REMAINDER OF A CALLED 3.4073 ACRE TRACT OF LAND CONVEYED TO MARION SHIPMAN IN DOCUMENT NUMBER 2013092374 (O.P.R.W.C.TX.), FOR THE NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 26.40 ACRE TRACT, SAID 3.4073 ACRE TRACT AND WITH SAID APPROXIMATE CENTERLINE OF ANDERSON CREEK AS LOCATED ON SEPTEMBER 11TH, 2018, THE FOLLOWING TWENTY-ONE (21) COURSES AND DISTANCES, NUMBERED 1 THROUGH 21,

1. S75°18'29"E, A DISTANCE OF 54.70 FEET TO A CALCULATED POINT,
2. S75°38'59"E, A DISTANCE OF 24.79 FEET TO A CALCULATED POINT,
3. S87°51'08"E, A DISTANCE OF 52.16 FEET TO A CALCULATED POINT,
4. N79°08'21"E, A DISTANCE OF 44.02 FEET TO A CALCULATED POINT,
5. N20°18'00"E, A DISTANCE OF 63.09 FEET TO A CALCULATED POINT,
6. N82°48'17"E, A DISTANCE OF 49.88 FEET TO A CALCULATED POINT,
7. N58°31'03"E, A DISTANCE OF 24.46 FEET TO A CALCULATED POINT,
8. N02°23'08"W, A DISTANCE OF 14.21 FEET TO A CALCULATED POINT,
9. N03°51'25"E, A DISTANCE OF 15.67 FEET TO A CALCULATED POINT,
10. N05°00'33"E, A DISTANCE OF 6.89 FEET TO A CALCULATED POINT,
11. N35°27'37"E, A DISTANCE OF 11.98 FEET TO A CALCULATED POINT,
12. N72°52'44"E, A DISTANCE OF 13.59 FEET TO A CALCULATED POINT,
13. N81°44'40"E, A DISTANCE OF 37.52 FEET TO A CALCULATED POINT,
14. N62°13'39"E, A DISTANCE OF 64.97 FEET TO A CALCULATED POINT,
15. N53°37'24"E, A DISTANCE OF 46.39 FEET TO A CALCULATED POINT,
16. N56°02'17"E, A DISTANCE OF 49.38 FEET TO A CALCULATED POINT,
17. N47°46'06"E, A DISTANCE OF 52.69 FEET TO A CALCULATED POINT,
18. N57°56'41"E, A DISTANCE OF 35.62 FEET TO A CALCULATED POINT,
19. N58°16'00"E, A DISTANCE OF 43.86 FEET TO A CALCULATED POINT,
20. N62°51'42"E, A DISTANCE OF 50.15 FEET TO A CALCULATED POINT, AND
21. N49°47'55"E, A DISTANCE OF 17.47 FEET TO A CAPPED ½" IRON ROD FOUND, BEING A POINT IN THE APPROXIMATE CENTERLINE OF SAID ANDERSON CREEK AS LOCATED ON SEPTEMBER 11TH, 2018, BEING ALSO A NORTHEASTERN CORNER OF SAID 26.40 ACRE TRACT, BEING ALSO THE SOUTHEASTERN CORNER OF SAID 3.4073 ACRE TRACT AND BEING ALSO A POINT ON A WESTERN RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES), FOR THE NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 26.40 ACRE TRACT AND SAID RONALD REAGAN BOULEVARD, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1. S18°29'35"E, A DISTANCE OF 979.75 FEET TO A CAPPED ½" IRON ROD FOUND STAMPED "RJ SURVEYING",
2. S71°37'24"W, A DISTANCE OF 9.93 FEET TO A CAPPED ½" IRON ROD FOUND STAMPED "HAYNIE CONSULTING", AND
3. S18°29'47"E, A DISTANCE OF 564.11 TO A CAPPED ½" IRON ROD FOUND STAMPED "RJ SURVEYING", BEING A POINT ON A SOUTHEASTERN CORNER OF SAID 26.40 ACRE TRACT AND BEING ALSO A POINT ON A WESTERN RIGHT-OF-WAY LINE OF SAID RONALD REAGAN BOULEVARD, FOR THE SOUTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, CROSSING SAID 26.40 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1. S71°30'14"W, A DISTANCE OF 128.62 FEET TO A CAPPED ½ IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
2. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,110.00 FEET, AN ARC LENGTH OF 211.35 FEET, AND WHOSE CHORD BEARS S66°02'56"W, A DISTANCE OF 211.03 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AND
3. S60°35'39"W, A DISTANCE OF 281.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 22.157 ACRES OF LAND.

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, KERRI PEÑA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY AND THAT THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

ENGINEERING BY: Kerri Peña 5/31/2019
KERRI PEÑA, P.E. NO. 90255 DATE
GREEN CIVIL DESIGN, LLC
11130 JOLLYVILLE RD., STE. 101
AUSTIN, TEXAS 78759

STATE OF TEXAS
KERRI K. PEÑA
90255
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 31 May 2019
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS 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 DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Roger A. Nelson for Terron Everton 6/6/19
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 6th DAY OF June, 2019 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., 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 COMMISSIONERS' 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.

_____ _____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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 DOCUMENT NUMBER

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:5058\SURVEY\FINAL PLAT - SANTA RITA NORTHWEST PHASE 1.dwg

Commissioners Court - Regular Session **25.**

Meeting Date: 06/11/2019

Discuss consider and take appropriate action on approval of the final plat for Commons at Rowe Ln Phase VI B 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 Commons at Rowe Lane Phase VI B subdivision – Precinct 4.

Background

This is the next section of the Commons at Rowe Lane development. It consists of 56 single family lots, 2 landscape lots, 1 drainage & open space lot and 3,393 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $1,573,920.40 has been posted with Williamson County to cover the cost of the remaining construction. This subdivision lies within the ETJ of the City of Pflugerville. It has already been approved by the City of Pflugerville.

Timeline

2018-04-05 – initial submittal of final plat
2018-06-28 – 1st review with comments
2018-09-18 – 2nd submittal of final plat
2018-11-20 – 2nd review complete with comments
2018-12-05 – 3rd submittal of final plat
2019-01-02 – 3rd review complete with comments cleared
2019-01-04 – receipt of performance bond in the amount of $1,573,920.40 for the cost of the remaining construction
2019-05-21 – receipt of final plat with all signatures and approved by the City of Pflugerville
2019-06-06 – final plat placed on June 11, 2019 Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

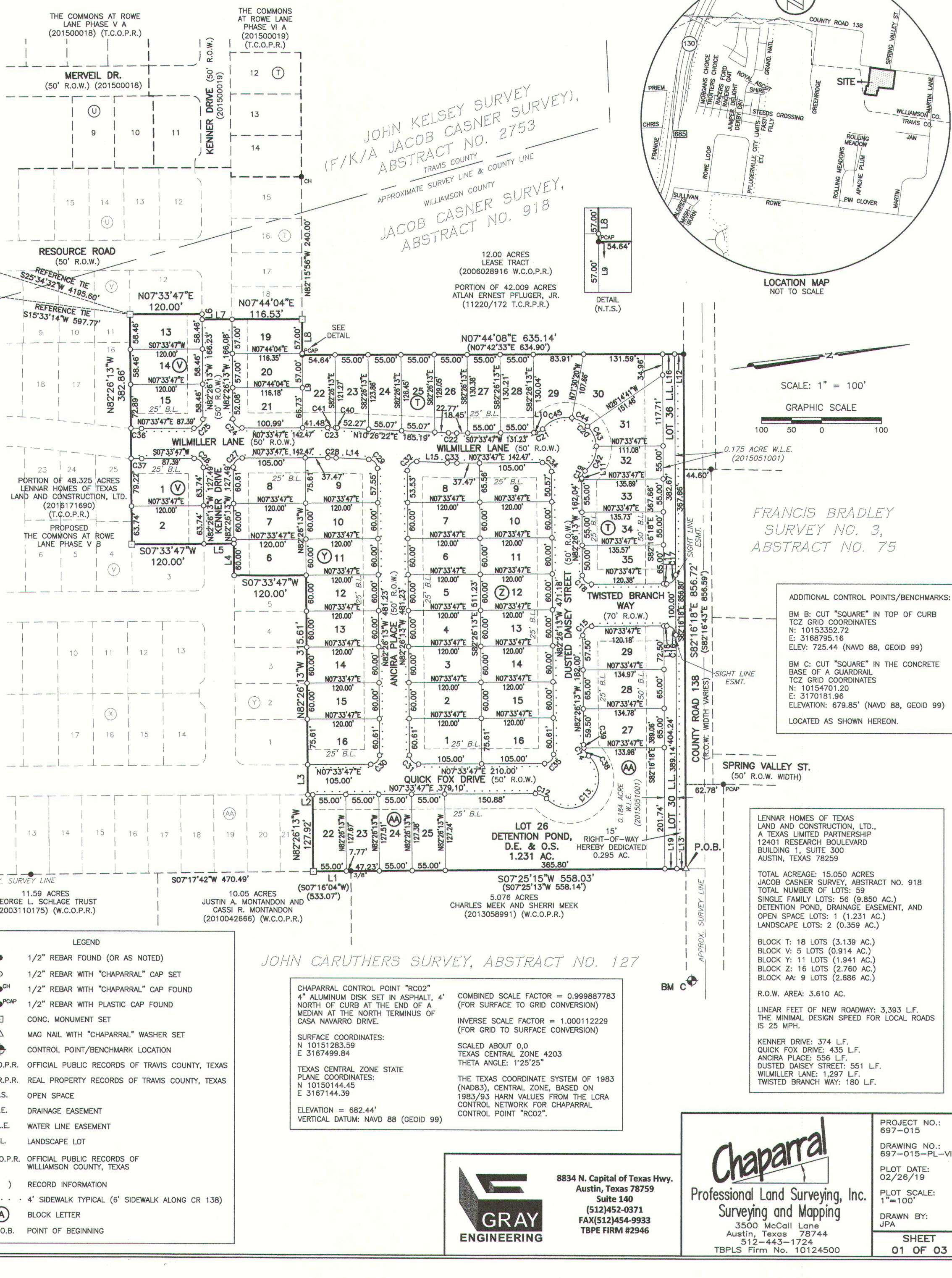
Attachments

final plat - Commons at Rowe Ln Ph VI B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 12:00 PM
Form Started By: Adam Boatright		Started On: 06/06/2019 11:46 AM
Final Approval Date: 06/06/2019		

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE VI B
WILLIAMSON COUNTY, TEXAS



ADDITIONAL CONTROL POINTS/BENCHMARKS:

BM B: CUT "SQUARE" IN TOP OF CURB
TCZ GRID COORDINATES
N: 10153352.72
E: 3168795.16
ELEV: 725.44 (NAVD 88, GEOID 99)

BM C: CUT "SQUARE" IN THE CONCRETE BASE OF A GUARDRAIL
TCZ GRID COORDINATES
N: 10154701.20
E: 3170181.96
ELEVATION: 679.85' (NAVD 88, GEOID 99)

LOCATED AS SHOWN HEREON.

LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP
12401 RESEARCH BOULEVARD
BUILDING 1, SUITE 300
AUSTIN, TEXAS 78259

TOTAL ACREAGE: 15.050 ACRES
JACOB CASNER SURVEY, ABSTRACT NO. 918
TOTAL NUMBER OF LOTS: 59
SINGLE FAMILY LOTS: 56 (9.850 AC.)
DETENTION POND, DRAINAGE EASEMENT, AND OPEN SPACE LOTS: 1 (1.231 AC.)
LANDSCAPE LOTS: 2 (0.359 AC.)

BLOCK T: 18 LOTS (3.139 AC.)
BLOCK V: 5 LOTS (0.914 AC.)
BLOCK Y: 11 LOTS (1.941 AC.)
BLOCK Z: 16 LOTS (2.760 AC.)
BLOCK AA: 9 LOTS (2.686 AC.)

R.O.W. AREA: 3.610 AC.

LINEAR FEET OF NEW ROADWAY: 3,393 L.F.
THE MINIMAL DESIGN SPEED FOR LOCAL ROADS IS 25 MPH.

KENNER DRIVE: 374 L.F.
QUICK FOX DRIVE: 435 L.F.
ANCIRA PLACE: 556 L.F.
DUSTED DAISEY STREET: 551 L.F.
WILMILLER LANE: 1,297 L.F.
TWISTED BRANCH WAY: 180 L.F.

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
O	1/2" REBAR WITH "CHAPARRAL" CAP SET
●CH	1/2" REBAR WITH "CHAPARRAL" CAP FOUND
●PCAP	1/2" REBAR WITH PLASTIC CAP FOUND
⊡	CONC. MONUMENT SET
△	MAG NAIL WITH "CHAPARRAL" WASHER SET
⊕	CONTROL POINT/BENCHMARK LOCATION
T.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
T.C.R.P.R.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.S.	OPEN SPACE
D.E.	DRAINAGE EASEMENT
W.L.E.	WATER LINE EASEMENT
L.L.	LANDSCAPE LOT
W.C.O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION
. . . . .	4' SIDEWALK TYPICAL (6' SIDEWALK ALONG CR 138)
(A)	BLOCK LETTER
P.O.B.	POINT OF BEGINNING

CHAPARRAL CONTROL POINT "RC02"
4" ALUMINUM DISK SET IN ASPHALT, 4' NORTH OF CURB AT THE END OF A MEDIAN AT THE NORTH TERMINUS OF CASA NAVARRO DRIVE.

SURFACE COORDINATES:
N 10151283.59
E 3167499.84

TEXAS CENTRAL ZONE STATE PLANE COORDINATES:
N 10150144.45
E 3167144.39

ELEVATION = 682.44'
VERTICAL DATUM: NAVD 88 (GEOID 99)

COMBINED SCALE FACTOR = 0.999887783
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000112229
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
TEXAS CENTRAL ZONE 4203
THETA ANGLE: 1°25'25"

THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON 1983/93 HARN VALUES FROM THE LCRA CONTROL NETWORK FOR CHAPARRAL CONTROL POINT "RC02".

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.: 697-015
DRAWING NO.: 697-015-PL-VI B
PLOT DATE: 02/26/19
PLOT SCALE: 1"=100'
DRAWN BY: JPA

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE VI B
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 15.050 ACRES IN THE JACOB CASNER SURVEY, ABSTRACT NO. 918, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 48.325 ACRE TRACT DESCRIBED IN A DEED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., DATED OCTOBER 12, 2016 AND RECORDED IN DOCUMENT NO. 2016171690 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 15.050 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Mag nail with "Chaparral" washer set in the south right-of-way line of County Road 138 (right-of-way width varies), same being the northeast corner of said 48.325 acre tract, also being the northwest corner of a 5.076 acre tract described in a deed to Charles Meek and Sherri Meek, recorded in Document No. 2013058991 of the Official Public Records of Williamson County, Texas;

THENCE South 07°25'15" West, with the east line of the 48.325 acre tract, same being the west line of said 5.076 acre tract, a distance of 558.03 feet to a 3/8" rebar found for the southwest corner of the 5.076 acre tract, same being the northwest corner of a 10.05 acre tract described in a deed to Justin A. Montandon and Cassi R. Montandon, recorded in Document No. 2010042666 of the Official Public Records of Williamson County, Texas;

THENCE South 07°17'42" West, continuing with the east line of the 48.325 acre tract, same being the west line of said 10.05 acre tract, distance of 62.77 feet to a concrete monument set, from which a 1/2" rebar found for an angle point in the east line of the 48.325 acre tract bears South 07°17'42" West, a distance of 470.49 feet;

THENCE crossing the 48.325 acre tract, the following thirteen (13) courses and distances:

1. North 82°26'13" West, a distance of 127.92 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 07°33'47" West, a distance of 8.21 feet to a 1/2" rebar with "Chaparral" cap set;
3. North 82°26'13" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
4. North 82°26'13" West, a distance of 315.61 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 07°33'47" West, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 82°26'13" West, a distance of 53.13 feet to a 1/2" rebar with "Chaparral" cap set;
7. South 07°33'47" West, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
8. South 07°33'47" West, a distance of 120.00 feet to a concrete monument set;
9. North 82°26'13" West, a distance of 382.86 feet to a concrete monument set;
10. North 07°33'47" East, a distance of 120.00 feet to a 1/2" rebar with "Chaparral" cap set;
11. South 82°26'13" East, a distance of 9.15 feet to a 1/2" rebar with "Chaparral" cap set;
12. North 07°33'47" East, a distance of 50.00 feet to a 1/2" rebar with "Chaparral" cap set;
13. North 07°44'04" East, a distance of 116.53 feet to a concrete monument set in a north line of the 48.325 acre tract, same being the south line of a 12.00 acre lease tract described in Document No. 2006028916 of the Official Public Records of Williamson County, Texas, said 12.00 acre lease tract being a portion of a 42.009 acre tract described in a deed to Atlan Ernest Pfluger, Jr., recorded in Volume 11220, Page 172 of the Real Property Records of Travis County, Texas, from which a 1/2" rebar with "Chaparral" cap found in the north line of the 12.00 acre tract, for the northwest corner of the 48.325 acre tract, same being the northeast corner of Lot 14, Block T, The Commons at Rowe Lane Phase VI A, a subdivision recorded in Document No. 201500019 of the Official Public Records of Travis County, Texas, bears North 82°15'56" West, a distance of 240.00 feet;

THENCE with the common line of the 48.325 acre tract and the 12.00 acre tract, the following two (2) courses and distances:

1. South 82°15'56" East, a distance of 59.57 feet to a 1/2" rebar with plastic cap found;
2. North 07°44'08" East, a distance of 635.14 feet to a 1/2" rebar found in the south right-of-way line of County Road 138, for the common north corner the 48.325 acre tract and said 12.00 acre tract;

THENCE South 82°16'18" East, with the south right-of-way line of County Road 138, same being the north line of the 48.325 acre tract, a distance of 856.72 feet to the POINT OF BEGINNING, containing 15.050 acres of land, more or less.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C12	25.00'	48°11'23"	21.03'	S31°39'28"W	20.41'
C13	50.00'	186°22'46"	162.65'	S37°26'13"E	99.85'
C14	25.00'	48°11'23"	21.03'	N73°28'05"E	20.41'
C15	15.00'	90°00'00"	23.56'	S37°26'13"E	21.21'
C16	15.00'	90°09'56"	23.61'	S52°38'45"W	21.24'
C17	15.00'	89°50'04"	23.52'	S37°21'15"E	21.18'
C18	15.00'	90°00'00"	23.56'	S52°33'47"W	21.21'
C19	15.00'	52°01'33"	13.62'	N56°25'35"W	13.16'
C20	50.00'	194°01'13"	169.31'	S52°33'47"W	99.25'
C21	15.00'	52°01'34"	13.62'	S18°26'51"E	13.16'
C22	275.00'	2°52'35"	13.81'	S09°00'04"W	13.80'
C23	325.00'	2°52'35"	16.32'	S09°00'04"W	16.31'
C24	15.00'	90°00'00"	23.56'	S52°33'47"W	21.21'
C25	15.00'	90°00'00"	23.56'	S37°26'13"E	21.21'
C26	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'
C27	15.00'	90°00'00"	23.56'	N37°26'13"W	21.21'
C28	275.00'	2°52'35"	13.81'	N09°00'04"E	13.80'
C29	15.00'	87°07'25"	22.81'	N54°00'04"E	20.67'
C30	15.00'	90°00'00"	23.56'	S37°26'13"E	21.21'
C31	15.00'	90°00'00"	23.56'	S52°33'47"W	21.21'
C32	15.00'	92°52'35"	24.32'	N35°59'56"W	21.74'
C33	325.00'	2°52'35"	16.32'	N09°00'04"E	16.31'
C34	15.00'	90°00'00"	23.56'	N52°33'47"E	21.21'
C35	15.00'	90°00'00"	23.56'	S37°26'13"E	21.21'
C36	275.00'	3°40'18"	17.62'	S09°23'56"W	17.62'
C37	325.00'	3°06'23"	17.62'	N09°06'58"E	17.62'
C38	25.00'	35°28'50"	15.48'	N67°06'49"E	15.24'
C39	25.00'	12°42'33"	5.55'	S88°47'30"E	5.53'
C40	325.00'	0°29'34"	2.79'	S10°11'35"W	2.79'
C41	325.00'	2°23'02"	13.52'	S08°45'17"W	13.52'
C42	50.00'	53°59'32"	47.12'	N57°25'23"W	45.39'
C43	50.00'	42°42'45"	37.27'	S74°13'29"W	36.42'
C44	50.00'	34°22'07"	29.99'	S35°41'03"W	29.54'
C45	50.00'	62°56'50"	54.93'	S12°58'25"E	52.21'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°17'42"W	62.77'
L2	S07°33'47"W	8.21'
L3	N82°26'13"W	50.00'
L4	N82°26'13"W	53.13'
L5	S07°33'47"W	50.00'
L6	S82°26'13"E	9.15'
L7	N07°33'47"E	50.00'
L8	S82°15'56"E	59.57'
L9	N82°15'56"W	121.15'
L10	N07°33'47"E	2.78'
L11	S82°26'13"E	2.04'
L12	N07°44'08"E	15.00'
L13	S07°25'15"W	15.00'
L14	N10°26'22"E	54.55'
L15	N10°26'22"E	50.53'
L16	N07°44'08"E	20.00'
L17	N07°44'08"E	5.04'
L18	N07°44'08"E	4.96'
L19	S07°25'15"W	20.00'

PLAT NOTES WILLIAMSON COUNTY STANDARD NOTES

1. THIS PLAT LIES OUTSIDE THE CITY OF PFLUGERVILLE CITY LIMITS, BUT WITHIN THE ETJ.

2. WATER AND WASTEWATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION AND THE CITY OF PFLUGERVILLE, RESPECTIVELY. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES. THE STREET AND UTILITY IMPROVEMENTS LIE WITHIN THE LAKESIDE WCID NO. 3.

3. A 10-FT PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG ALL STREET FRONTAGE.

4. EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE NO .1206-15-02-24. THE GRANTOR [PROPERTY OWNER(S)], HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.

5. NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY OF PFLUGERVILLE AND WILLIAMSON COUNTY.

6. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.

7. A MINIMUM OF A 4-FT. WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF ALL LOCAL STREET(S) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

8. STREETLIGHTS SHALL BE INSTALLED AND IN FULL WORKING ORDER WITH THE PUBLIC IMPROVEMENTS. ALL STREETLIGHTS SHALL BE IN CONFORMANCE WITH ALL CITY OF PFLUGERVILLE ORDINANCES INCLUDING BUT NOT LIMITED TO BEING DOWNCAST AND FULL CUT OFF TYPE.

9. THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE# 1203-15-02-24 AND CITY RESOLUTION# 1224-09-08-25 8A.

10. THE PUBLIC PARKLAND DEDICATION AND PARK DEVELOPMENT FEE SHALL BE CALCULATED AT A RATE PER THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WCID NO. 3. A MINIMUM OF 10% OF THE TOTAL ACREAGE OF THE DEVELOPMENT IS TO BE DEDICATED TOWARD PARKLAND.

11. THE ASSESSED COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER IS HEREBY ACCESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1179-14-06-10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.

12. THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS. THE 25 AND 100 YEAR FLOOD WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS AND STREET RIGHTS-OF-WAY SHOWN HEREON.

13. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL.

14. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.

15. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY WILLIAMSON COUNTY, AND THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.

16. ALL PROPOSED FENCES, WALLS AND LANDSCAPING ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.

17. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

18. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.

19. ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

20. ALL BUILDING SETBACK LINES WILL BE IN ACCORDANCE WITH THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WCID NO. 3, BETWEEN ROWE LANE DEVELOPMENT, LTD., H2N CORPORATION, ATLAN ERNEST PFLUGER, JR., RUBY MAE PFLUGER, PATRICIA PFLUGER HOFFMAN, AND THE CITY OF PFLUGERVILLE, TEXAS, EFFECTIVE DATE NOVEMBER 22, 2004. SETBACKS BEING 5-FT SIDE, 25-FT FRONT, 20-FT REAR, AND 15-FT SIDE STREET (CORNER LOT)

21. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC.

22. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS IN THIS SUBDIVISION LOCATED PARTIALLY OR WHOLLY WITHIN WILLIAMSON COUNTY. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

23. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE TWO FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR TWO FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.

24. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

25. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

26. BLOCK AA LOT 30 AND BLOCK T LOT 36 WILL CONTAIN THE PERIMETER SUBDIVISION FENCE AND STREET LANDSCAPING. THESE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.

27. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. 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.

28. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

29. 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.

30. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

31. DRIVEWAY SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 138.

32. 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.

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.: 697-015
DRAWING NO.: 697-015-PL-VI B
PLOT DATE: 9/7/18
PLOT SCALE: 1"=100'
DRAWN BY: JPA

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE VI B
WILLIAMSON COUNTY, TEXAS

I, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016096693 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE COMMONS AT ROWE LANE PHASE VI B

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7th DAY OF February, 2019.

Richard Maier

RICHARD MAIER, AUTHORIZED AGENT
LENNAR HOMES OF TEXAS
LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP
12401 RESEARCH BOULEVARD
BUILDING 1, SUITE 300
AUSTIN, TEXAS 78259

SURVEYOR'S CERTIFICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, RUDOLF J. PATA, JR., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF PFLUGERVILLE, TEXAS, AND PURSUANT TO CHAPTER 82, TRAVIS COUNTY SUBDIVISION REGULATIONS, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.
DATE OF SURVEY: MARCH 5, 2015 THROUGH DECEMBER 15, 2017.

RUDOLF J. PATA JR., R.P.L.S. 5388

STATE OF TEXAS REGISTERED RUDOLF J. PATA JR 5388 PROFESSIONAL LAND SURVEYOR

SURVEYING BY:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TEXAS 78744
512-443-1724

ENGINEER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, WILL WHEELER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, PURSUANT TO CHAPTER 82, TRAVIS COUNTY SUBDIVISION REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THE 100 YEAR FLOOD IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARY OF THE 100 YEAR FLOODPLAIN, AS SHOWN ON THE FEMA MAP COMMUNITY PANEL NO. 48453C0280J, DATED AUGUST 18, 2014.

WILL WHEELER, P.E. 112029

STATE OF TEXAS WILLIAM WHEELER 112029 LICENSED PROFESSIONAL ENGINEER
2/6/19

ENGINEERING BY:
GRAY ENGINEERING, INC.
8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 140
AUSTIN, TEXAS 78759
512-452-0371
TBPE # 2946

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 7 DAY OF February, 2019, BY RICHARD MAIER, IN THE CAPACITY OF AUTHORIZED AGENT OF LENNAR TEXAS HOLDING COMPANY, A TEXAS CORPORATION.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 7 DAY OF February, 2019, AD.

Jaquelynn Alexis Romero
NOTARY PUBLIC, STATE OF TEXAS

Jaquelynn Alexis Romero — Jan. 4, 2022
PRINTED NAME — MY COMMISSION EXPIRES

JAQUELYNN ALEXIS ROMERO Notary ID #131398165 My Commission Expires January 4, 2022

STATE OF TEXAS
CITY OF PFLUGERVILLE

APPROVED THIS 4th DAY OF March 2019, AD., BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: _____
CHAIRPERSON

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

THIS PLAT IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE, TEXAS, THIS THE 4 DAY OF March, 2019, AD.

BY: _____
EMILY BARRON, PLANNING DIRECTOR

ATTEST:
_____
KAREN THOMPSON, CITY SECRETARY

CITY OF PFLUGERVILLE STATE OF TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____ , 2019 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

LOT SUMMARY TABLES

BLOCK T		BLOCK V		BLOCK Y		BLOCK Z		BLOCK AA	
LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.
19	6,637	1	9,404	6	7,200	1	9,025	22	7,029
20	6,627	2	7,649	7	7,200	2	7,200	23	7,017
21	7,544	13	7,015	8	9,025	3	7,200	24	7,009
22	6,637	14	7,015	9	8,886	4	7,200	25	7,002
23	6,740	15	8,763	10	7,200	5	7,200	26	53,628
24	6,884			11	7,200	6	7,200	27	8,753
25	7,026			12	7,200	7	7,200	28	8,767
26	7,152			13	7,200	8	7,953	29	9,745
27	7,166			14	7,200	9	7,820	30	8,036
28	7,157			15	7,200	10	7,200		
29	8,320			16	9,025	11	7,200		
30	11,541					12	7,200		
31	9,166					13	7,200		
32	6,659					14	7,200		
33	7,470					15	7,200		
34	7,461					16	9,025		
35	8,758								
36	7,604								

COMMONS AT ROWE LANE (LAKESIDE MUD NO. 3)
PARKLAND ACREAGE TABLE

TOTAL SUBDIVISIONS = 283.262 AC.
PARKLAND REQUIRED (1090) = 28.326 AC.

PARKLAND PROVIDED

PHASE	ACRES
I	18.260
IIA	1.862
IIB	5.287
IIC	0.067
IIIB	13.069
VII	3.901

PARKLAND PROVIDED: 42.446 ACRES

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

I, BILL GRAVELL, JR., 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.

_____ _____
BILL GRAVELL, JR., 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 WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORD IN MY OFFICE, ON THIS THE ____ DAY OF _____ 2019, A.D., AT _____O'CLOCK ___.M., AND

DULY RECORDED THIS THE _____ DAY OF _____ 2019, A.D., AT _____O'CLOCK __.M., IN THE

PLAT RECORDS, OF SAID COURT IN DOCUMENT NO. _____

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE SHOWN ABOVE WRITTEN. NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS

_____
BY: DEPUTY

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
TBPLS Firm No. 10124500

PROJECT NO.: 697-015
DRAWING NO.: 697-015-PL-VI B
PLOT DATE: 01/29/19
PLOT SCALE: 1"=100'
DRAWN BY: JPA

SHEET 03 OF 03

Commissioners Court - Regular Session **26.**

Meeting Date: 06/11/2019

Benefits Committee Recommendations for 2020 Plan Year Presented by Holmes Murphy and United Health Care

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear the Benefit Committee 2020 Employee Benefit Plan Recommendations as presented by the County's Employee Benefit Plan Consultants, Holmes Murphy and United Health Care.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:56 AM
Human Resources (Originator)	Rebecca Clemons	06/06/2019 12:05 PM
Form Started By: Shelley Loughrey		Started On: 06/06/2019 10:17 AM
Final Approval Date: 06/06/2019		

HOLMES MURPHY®

THINKING AHEAD

WILLIAMSON COUNTY

BENEFIT COMMITTEE RECOMMENDATIONS

6/11/2019

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OVERVIEW

ASSUMPTIONS	
MEDICAL TREND	7.1%
PHARMACY TREND	7.5%

Williamson County 5 year trend: Medical 6.6%, Pharmacy 8.3%

2019 BUDGET	
MEDICAL CLAIMS	$14,043,546
PHARMACY CLAIMS	$5,834,004
DENTAL CLAIMS	$1,098,962
STOP LOSS, ADMIN, PREMIUMS, COMPLIANCE FEES	$2,637,237
EMPLOYER & EMPLOYEE CONTRIBUTIONS	$23,658,498
DIFFERENCE	$44,749

2020 BUDGET FORECAST	
MEDICAL CLAIMS	$14,828,630
PHARMACY CLAIMS	$5,141,417
DENTAL CLAIMS	$1,170,424
STOP LOSS, ADMIN, PREMIUMS, COMPLIANCE FEES	$3,600,627
EMPLOYER & EMPLOYEE CONTRIBUTIONS	$24,741,098
DIFFERENCE	$0

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ADDITIONAL PLAN CHANGES

Type of Change	2019	2020
DIABETIC PHARMACY	COVERED AT 100% ALL TIERS	COVERED AT 100% ONLY TIER 1 & TIER 2, TIER 3 TO FOLLOW PHARMACY SCHEDULE
ADVANTAGE PDL – HIGHEST VALUE DRUGS PLACED ON THE LOWEST POSSIBLE TIER = TOTAL HEALTHCARE VALUE	PROGRAM NOT IMPLEMENTED	PROGRAM IMPLEMENTED ANNUAL SAVINGS OPPORTUNITIES $253.5K

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ADDITIONAL PLAN CHANGES

Pharmacy	2019	2020
MEDICAL NECESSITY EVALUATES THE CLINICAL APPROPRIATENESS OF A MEDICATION REGARDING CONDITION AND SEVERITY BEING TREATED	PROGRAM NOT IMPLEMENTED	PROGRAM IMPLEMENTED ANNUAL SAVINGS OPPORTUNITIES $84.6K
NOTIFICATION – PHYSICIAN AUTHORIZATION REQUIRED TO PROMOTE BETTER MEMBER DECISIONS	PROGRAM NOT IMPLEMENTED	PROGRAM IMPLEMENTED ANNUAL SAVINGS OPPORTUNITIES $44.5K
STEP THERAPY – REQUIRING MEMBERS TO TRY A MORE COST-EFFECTIVE MEDICATION FIRST. INCLUDES CLASSES SUCH AS MS & SEIZURE MEDICATIONS.	PROGRAM NOT IMPLEMENTED	PROGRAM IMPLEMENTED ANNUAL SAVINGS OPPORTUNITIES $28.2K

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ADDITIONAL PLAN CHANGES

Vision	2019	2020
VISION PLAN EYE EXAM COVERED AT 100%, FRAME/CONTACT LENS ALLOWANCE UP TO $250 (IN NETWORK) EYEGLASS LENS: (IN NETWORK) COVERED 100%; SINGLE, BIOFOCAL, TRIFOCAL (OUT OF NETWORK): SINGLE ALLOWANCE $40 BIOFOCAL ALLOWANCE $60 TRIFOCAL ALLOWANCE $80	COVERED AT 100%, INCLUDED WITH MEDICAL ENROLLMENT	OFFERED TO ALL FULL TIME ELIGIBLE EMPLOYEES/RETIREES, ESTIMATED ANNUAL EMPLOYEE COST **$419,246.00** ESTIMATED ANNUAL RETIREE COST $24.201.00, TOTAL COMBINED: **$443,447.00**
TOTAL ESTIMATED POTENTIAL 2020 ANNUAL SAVINGS OPPORTUNITIES		**$854,247.80**

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EMPLOYER CONTRIBUTION CHANGES

	2019	2020
EMPLOYER CONTRIBUTION PER FULL-TIME POSITION, PER MONTH	$761.00	$799.00
TOTAL ESTIMATED EMPLOYER COSTS		**$922,032**

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PROPOSED 2020 RATES (EMPLOYEE & EMPLOYER)

With All Incentives			
	Monthly Employee	Monthly Employer	Total Cost
Nexus ACO OA Plan			
Employee Only	$54.08	$519.01	$573.09
Employee/Spouse	$216.32	$1,339.89	$1,556.21
Employee/Child	$113.36	$1,244.05	$1,357.41
Employee/Family	$226.72	$2,113.14	$2,339.86

With All Incentives			
	Monthly Employee	Monthly Employer	Total Cost
Choice Plus Plan			
Employee Only	$211.12	$498.71	$709.83
Employee/Spouse	$350.48	$1,507.47	$1,857.95
Employee/Child	$269.36	$1,357.64	$1,627.00
Employee/Family	$404.56	$2,371.69	$2,776.25

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PROPOSED 2020 COBRA RATES

2020 COBRA Rates		
	Total Cost	**Monthly COBRA Rates +2%**
Nexus ACO OA Plan		
Employee Only	$573.09	$584.55
Employee/Spouse	$1,556.21	$1,587.33
Employee/Child	$1,357.41	$1,384.56
Employee/Family	$2,339.86	$2,386.66
Choice Plus Plan		
Employee Only	$709.83	$724.03
Employee/Spouse	$1,857.95	$1,895.11
Employee/Child	$1,627.00	$1,659.54
Employee/Family	$2,776.25	$2,831.78

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EMPLOYEE CONTRIBUTION CHANGES

	PY 2019 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$52	$208	$109	$218
Choice Plus Plan	$203	$337	$259	$389
	PY 2020 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$54.08	$216.32	$113.36	$226.72
Choice Plus Plan	$211.12	$350.48	$269.36	$404.56
	$ Increase Per Month			
	EE	ES	EC	EF
Nexus ACO OA Plan	$2.08	$8.32	$4.36	$8.72
Choice Plus Plan	$8.12	$13.48	$10.36	$15.56

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RETIREE CONTRIBUTION CHANGES

Retire Prior to 2/1/13	PY 2019 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$52	$208	$109	$218
Choice Plus Plan	$203	$337	$259	$389
	PY 2020 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$54.08	$216.32	$113.36	$226.72
Choice Plus Plan	$211.12	$350.48	$269.36	$404.56
	$ Increase Per Month			
	EE	ES	EC	EF
Nexus ACO OA Plan	$2.08	$8.32	$4.36	$8.72
Choice Plus Plan	$8.12	$13.48	$10.36	$15.56

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RETIREE CONTRIBUTION CHANGES

8-15 yrs of service, Retire after 2/2013	PY 2019 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$395	$760	$619	$937
Choice Plus Plan	$558	$985	$801	$1,171
	PY 2020 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$410.80	$790.40	$643.76	$974.48
Choice Plus Plan	$580.32	$1,024.40	$833.04	$1,217.84
	$ Increase Per Month			
	EE	ES	EC	EF
Nexus ACO OA Plan	$15.80	$30.40	$24.76	$37.48
Choice Plus Plan	$22.32	$39.40	$32.04	$46.84

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RETIREE CONTRIBUTION CHANGES

16+ yrs of service after 2/2013	PY 2019 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$217	$438	$340	$515
Choice Plus Plan	$363	$726	$493	$726
	PY 2020 Monthly Premiums			
	EE	ES	EC	EF
Nexus ACO OA Plan	$225.68	$455.52	$353.60	$535.60
Choice Plus Plan	$377.52	$755.04	$512.72	$755.04
	$ Increase Per Month			
	EE	ES	EC	EF
Nexus ACO OA Plan	$8.68	$17.52	$13.60	$20.60
Choice Plus Plan	$14.52	$29.04	$19.72	$29.04

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OTHER BENEFITS

- ADDITION OF BASIC LIFE INSURANCE AMOUNT FOR EMPLOYEE COVERAGE FROM $10K TO $20K, NO RATE INCREASE FOR EMPLOYER 2020
- NO CHANGE IN DENTAL PLAN DESIGN
- NO CHANGE IN DENTAL PREMIUMS
- NO CHANGE IN VOLUNTARY LIFE, LONG TERM OR SHORT TERM DISABILITY
- WELLNESS PROGRAM TO REMAIN THE SAME AS 2019 WITH BOTH COVERED EMPLOYEES AND SPOUSES COMPLETING THE FOLLOWING WELLNESS ACTIONS:
  - HRA
  - WELLNESS EXAM
  - BIOMETRIC SCREENING (LABS)

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We Believe...

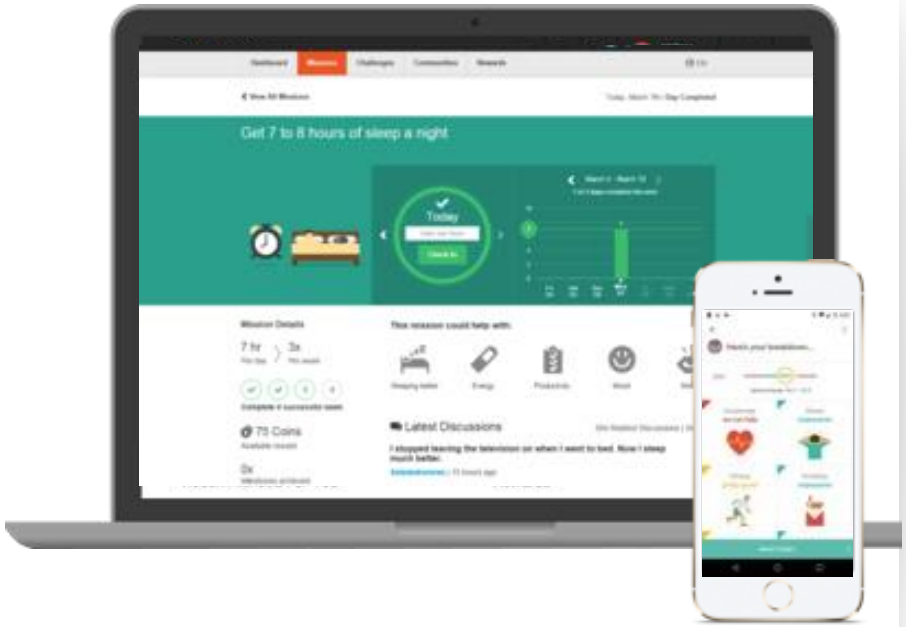
THAT THE #1 DRIVER OF HEALTHCARE COST IS...

Identifying Metabolic Syndrome

Measure	At Risk Definition
Waist Circumference	Greater than or Equal to 40 in. for Males Greater than or Equal to 35 in. for Females
Triglycerides	Greater than or Equal to 150
HDL Cholesterol	Less than 40 for Males Less than 50 for Females
Fasting Glucose	Greater than or Equal to 100
Blood Pressure	Greater than or Equal to 135 Systolic OR Greater than or Equal to 85 Diastolic

If you have 3 or more of above risk factors you have Metabolic Syndrome, and are at a greater risk of developing Diabetes, Hypertension, and Heart Disease.

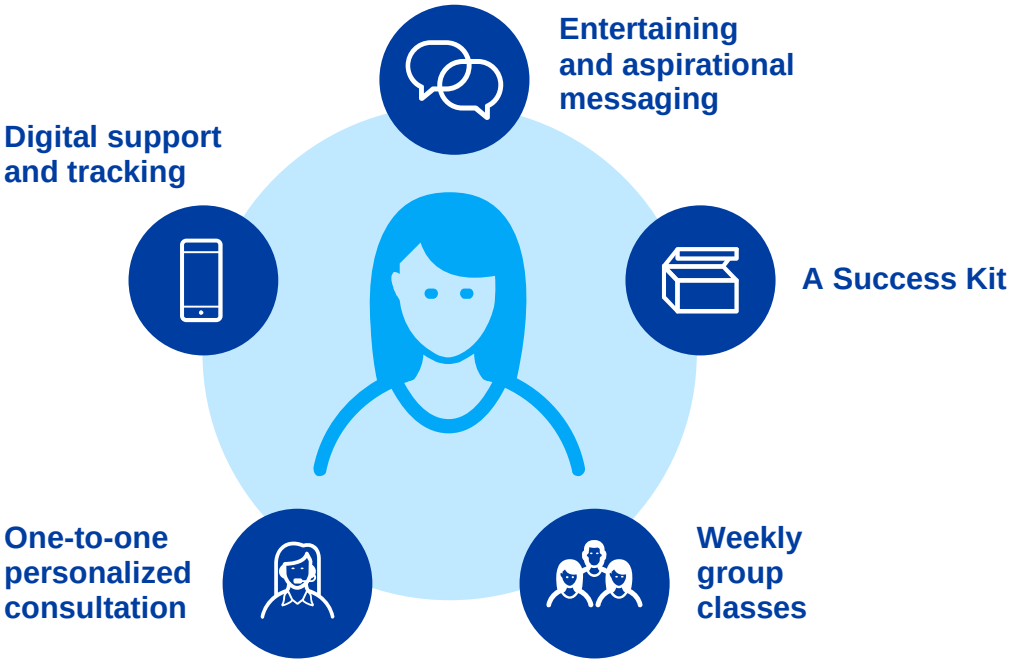
State-of-the-art digital health and wellness experience



- Easy-to-use, consumer-friendly, digital interface
- Adaptive technology creates a personalized and relevant experience
- Drives participation, engagement and program completion
- Multiple levels of engagement tied to rewards
- Wearable device integration and communication triggers motivate users to achieve goals
- Integrates with Optum data and clinical ecosystem

Uniting clinically proven science with a transformation coach and engaging content.

The Real Appeal weight-loss program helps members prevent disease, change behavior and save on medical expenses.









Commissioners Court - Regular Session **27.**

Meeting Date: 06/11/2019

2020 Employee Benefit Plan Recommendations, Plan Changes and Rate Changes

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding 2020 Employee Benefit Plan Year Changes and Employee/Employer Rate Contributions.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:57 AM
Form Started By: Shelley Loughrey		Started On: 06/06/2019 10:41 AM
Final Approval Date: 06/06/2019		

Commissioners Court - Regular Session **28.**

Meeting Date: 06/11/2019

2019 Inter Local Agreement between Williamson County Cities Health District For Influenza Vaccines

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the 2019 Inter Local Agreement between Williamson County Cities Health District and Williamson County to provide Influenza Vaccines.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Inerlocal Agreement Between Williamson County and Cities Health District for Influenza Vaccines

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 10:51 AM
Form Started By: Shelley Loughrey		Started On: 06/06/2019 10:04 AM
Final Approval Date: 06/06/2019		

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT FOR INFLUENZA VACCINES

This Interlocal Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County"), and WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as "WCCHD"). WCCHD and County are herein referred to collectively as the "Parties" and individually as "Party."

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for administration of annual influenza vaccines to all employees of the County and provision of influenza vaccines to EMS, Sheriff's Office and Wilco 911: and for reimbursement for above vaccine administration and provision.

WHEREAS, the Parties hereby decide that entering into this Agreement would be mutually beneficial and not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1. The Parties recognize the importance and need for annual influenza vaccination for all employees.

2.2. The purpose of this Agreement is to provide a comprehensive influenza vaccination campaign for the County.

3. TERM

3.1. The initial term of this Agreement shall be for 12 months from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of twelve (12) months each with such renewals to occur on or before the expiration date of

the preceding term, and with such renewals being absolutely predicated upon the express written agreement of the Parties. Such renewals are permitted only provided the Parties have performed each contractual obligation specified in this Agreement.

3.2. It is understood and expressly acknowledged by the Parties that this Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF WCCHD

4.1 WCCHD shall administer influenza vaccines to Williamson County employees and spouses as well as retirees covered under the health plan using the schedule, location and methods described in Exhibit A.

4.2 WCCHD shall provide influenza vaccines to Wilco 911, EMS and the Sheriff's Office.

4.3 WCCHD shall invoice county within 30 days of final administration of vaccine for actual vaccines administered at costs described in Exhibit A.

5. OBLIGATIONS OF COUNTY

5.1. County shall reimburse WCCHD for cost of influenza vaccines (supplies and administration fees included for those vaccines given out and vaccines only for those given out to above departments.

5.2. County shall _____.

5.3. County shall _____.

6. PAYMENT, INTEREST AND LATE PAYMENTS

6.1. The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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 County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

6.2. In the event that an error appears in an invoice submitted by WCCHD, County shall notify WCCHD of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of WCCHD, WCCHD shall be entitled to receive interest on the unpaid balance of the invoice submitted by WCCHD beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, WCCHD 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.

7. LIABILITY

7.1. The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

8. TERMINATION AND SUSPENSION

8.1. Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.

9. NOTICE

9.1. All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr.
710 Main Street, Suite 101
Georgetown, Texas 78626

Williamson County and Cities Health District

Attention: Executive Director
Derrick L. Neal, MPA
355 Texas Avenue

Round Rock, Texas 78664

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, WCCHD and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 WCCHD and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural

disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

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

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable, and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.15 Right to Audit. Both Parties agree that the other Party or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the other Party which are directly pertinent to the services to

be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by Williamson County Board of Health, in its meeting held on the 16 day of May, 2019, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: Derrick L. Neal
Derrick L. Neal, Executive Director

Date Signed: 5-30-2019

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20____, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

EXHIBIT A

Date	Time	Location
October 30, 2019	Coincides with hours of Health Fair	Georgetown
October 31, 2019	8:00-10:30 am	Sheriff's Office 508 S Rock Georgetown
October 31, 2019	11:30-1:30 pm	Justice Center Impaneling Room (basement level) 405 MLK Georgetown
October 31, 2019	3:00-5:00 pm	Sheriff's Office 508 S Rock Georgetown
November 1, 2019	8:30-12:30 pm	Georgetown Annex 100 Wilco Way Georgetown

VACCINES	COST per Dose	Maximum Doses	Cost Not to Exceed
Quadrivalent Influenza Vaccine (administered)	$34.00	600	$20,400
High Dose Fluzone (Age 65+)	$55.00	50	$2,750
Quadrivalent Influenza Vaccine (provided)	$16.00	250	$4,000
Grant Total Not to Exceed			**$27,150**

Commissioners Court - Regular Session **29.**

Meeting Date: 06/11/2019

Williamson County EMS Trauma Distribution Funds Transfer

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS Share of the FY 18 Capital Area Trauma Advisory Council (CATRAC) Trauma Systems Funds.

Background

CATRAC Trauma Distribution Funds for FY 18, WCEMS participation in the Department of State Health Services (DSHS) trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment from Other Entities	$18334.85

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:31 AM
Form Started By: Theresia Carter		Started On: 06/06/2019 10:27 AM
Final Approval Date: 06/06/2019		

Commissioners Court - Regular Session **30.**

Meeting Date: 06/11/2019

Williamson County EMS Trauma Distribution Funds FY 18

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for EMS.

Background

Capital Area Trauma Advisory Council (CATRAC) trauma distribution funding from FY 18 for participation in the Department of State Health Services trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003010	Computer Equipment	$2868.82
	0100.0540.003001	Small Equip & Tools < $5000	$702.35
	0100.0540.003002	Vehicle Equipment < $5000	$3730.00
	0100.0540.004232	Training, Conf., Seminars	$4868.00
	0100.0540.003005	Office Furniture < $5000	$5000.00
	0100.0540.003101	Educ Aids/Matls	$1165.68

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:31 AM
Form Started By: Theresia Carter		Started On: 06/06/2019 10:36 AM
Final Approval Date: 06/06/2019		

Commissioners Court - Regular Session **31.**

Meeting Date: 06/11/2019

Discretionary Exemption for Professional Services (Grant writer)

Submitted For: Randy Barker **Submitted By:** Randy Barker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Langford Community Development Services from the competitive bidding or proposal requirements established by Section 262.024.(a)(4) of the Texas Local Government Code, as a professional service to consult and assist with grant application(s) and authorizing execution of an agreement for said services.

Background

This item is to support application efforts for a potential grant to improve our local CPS/Foster care system. Prior to asking the Commissioners Court for approval to apply for any grant, we need local data and a better understanding of what performance measures could be achievable and demonstrate system improvements for Williamson County. Ultimately, the goal is to obtain better outcomes for the children and families that are involved in this part of the justice system.

This agreement is for the professional services of Judy Langford, President of Langford Community Development Services to assist with these efforts. Ms. Langford has extensive grant writing and research experience. She has provided us with a quote of $5,000.00 for basic services, with the option of additional services at a rate of $100/hour. The not-to-exceed amount is $25,000.00, but the expectation is to pay no more than $10,000 for the consulting/grant writing services. The funding for this professional service agreement will come out of the Juvenile Services budget line item 01.0100.0576.004100 and the agreement has been reviewed by Legal and Contract Audit.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Langford agreement - signed

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 02:57 PM
County Judge Exec Asst.	Andrea Schiele	06/05/2019 03:51 PM
Form Started By: Randy Barker		Started On: 05/30/2019 08:37 AM
Final Approval Date: 06/05/2019		

LANGFORD

COMMUNITY MANAGEMENT SERVICES
Serving Texas Cities and Counties

Judy Langford, President
Margaret J. Hardin, Vice President

May 21,2019

Judge Bill Gravell Jr.
Williamson County Historic Courthouse
County Judge
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Re: Application for OJJDP FY 19 Family Drug Court Program

Dear Judge Gravell:

Thank you for this opportunity to assist Williamson County in its efforts to establish a New Family Drug Courts. Family drug courts serve parents who require treatment for a substance abuse disorder and who are involved with the child welfare system as a result of child abuse, neglect, or other parenting issues. As the county wishes to apply to the Department of Justice Office of Juvenile Justice Delinquency Prevention program for a grant of up to $650,000 to help develop this program, we submit this letter of agreement to develop/write the application for submission.

This letter shall serve as an agreement between Langford Community Development Services ("Consultant"), 2901 CR 175, Leander, Texas 78641 and Williamson County ("County"), 710 S. Main Street, Suite 101, Georgetown, Texas 78626 for the provision of grant application development assistance in connection with available grant opportunities for the County. The Consultant will perform its services as described in the Scope of Work attached as Attachment A .

The County agrees to pay the Consultant a not-to-exceed fee of $5,000.00 for the satisfactory performance of basic services in accordance with the provisions of Attachment A. Reimbursable expenses, including such things as expenses for reproduction of documents, auto travel mileage, lodging, delivery charges, long distance communications and freight are included in the Consultant's basic services compensation. The County is under no obligation to compensate the Consultant for

additional services performed without the County's prior approval. Compensation for additional services approved by the County will be computed at the hourly rates for additional services as specified in Attachment A. In no event will this Agreement be increased to an amount in excess of $25,000.00 without prior approval by Commissioner's Court.

The County will pay the Consultant monthly following the County's receipt and approval of the Consultant's itemized invoices showing direct and indirect labor costs, expenses for materials and supplies and any other reimbursable expenses. The amounts of these invoices will be based upon the extent of work completed by the Consultant in accordance with Attachment A, plus reimbursable expenses at cost, and additional services (if any), less any disputed amounts, pending resolution thereof.

Please indicate your acceptance of this agreement by counter-signing the agreement, retaining one executed copy for your files and returning one fully executed original to Judy Langford, Grants Administrator, at the address below.

Williamson County

By: _____

Name: _____

Title: _____

_____
(Date)

Langford Community Management Services

By: _____

Name: Judy Langford

Title: President

5/21/2019
(Date)

Attachment A
Scope of Work

Langford Community Development Services

I. SCOPE OF SERVICES

The Consultant will perform grant application development assistance for Williamson County as follows:

a) Research, identify, and prioritize prospective government and foundation grant sources to help fund County projects;
b) Assemble prospect data into a simple grant strategy/matrix or detailed Funding Resource Guide;
c) Consult with County staff to facilitate the design and development of programs and projects that meet both community needs and funder guidelines/priorities
d) Conduct supplemental online research to guide and support the development of grant applications;
e) Write and edit grant applications in coordination with the County's selected point of contact;
f) Coordinate with appropriate County staff to proofread and confirm the accuracy the content of grant applications prior to submission; and
g) Coordinate with the County's staff to ensure that grant applications are submitted by or before the posted deadline.

II. COUNTY RESPONSIBILTIES

The County will provide full information to the Consultant regarding the County's requirements for the Consultant's services under this Agreement. The County will reasonably furnish the Consultant with copies of data and information in the County's possession needed by the Consultant at the Consultant's request.

III. ADDITIONAL SERVICES

The County may direct the Consultant to perform services outside of the scope of the Basic Services described in Section I above. The Consultant will submit a written estimate of fees to the County and obtain the County's authorization before initiating any additional services.

IV. BASIS OF COMPENSATION

The County will pay the Consultant a not to exceed fee of $5,000.00 over the term of this Agreement for the Consultant's satisfactory performance of services. The Consultant will bill the County for any agreed services at additional services at $100.00 per hour plus reimbursable expenses at cost.

V. SERVICES

Consultant shall provide services as an *independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court, including the Williamson County Vendor Reimbursement Policy, as amended. Consultant expressly acknowledges that it is not an employee of The County.

VI. 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.

VII. TERMINATION FOR CONVENIENCE

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VIII. TEXAS PROMPT PAYMENT ACT COMPLIANCE

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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.

IX. MEDIATION

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

X. VENUE AND GOVERNING LAW

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XI. RIGHT TO AUDIT

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

Commissioners Court - Regular Session **32.**

Meeting Date: 06/11/2019

Experian Precise ID Services

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Experian Information Solutions, Inc and Williamson County for Precise ID Services and authorizing execution of the documents.

Background

Approval of these documents will support the operations of the Williamson County Elections Department. These documents include a government credentialing application, standard terms and conditions, a consumer services schedule, a precise ID services supplement, a pricing exhibit as well as a death master file addendum. Term of this contract is 1 year. Legal has approved these documents. IT has approved this service. Pricing for this service includes a $3,000 implementation fee and a $79.20 Web UI annual fee allowing for up to 360 transactions. Each additional transaction will be $0.22. This expenditure will be charged to 01.0377.0377.004506. Funding was approved in the FY2019 budget. Department contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Credentialing Application

Documents

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/06/2019 11:00 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:12 AM
Form Started By: Erica Smith		Started On: 06/03/2019 04:25 PM
Final Approval Date: 06/06/2019		

Government Credentialing Application

Experian Information Solutions Division

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

Agency Information

Legal Agency Name: __Williamson County Elections Department

DBA or Assumed Name: __Williamson County Elections Department Estimated # of Credit Reports Accessed Monthly: _0

Type of Agency: ☐ Federal ☐ State ☒ Municipality ☐ Tribal ☐ Other _____

Government Website: _www.wilco.org Government Email Address: _cjdavis@wilco.org

Primary procurement contact name, title address and phone : _____ Email Address: _____

Primary legal Contact name, title address and phone : _____ Email Address: _____

Primary Tecnhical Contact name, title address and phone : _Chris J. Davis, Elections Administrator Email Address: _cjdavis@wilco.org

Tax ID #: _____

Business Physical Address (**no P.O. box numbers):** _ 301 SE Inner Loop, Suite 104

City: _Georgetown_ State: _TX Zip : __78626 How Long? _____ yrs _____ mos.

Primary Phone: (512) _9431630 Fax: ( ) _____ Is this a **residential** address? ☐ **Yes** ☒ **No**

Contact for Physical Inspection: _ Phone Number : (512) _9431630 Title: _Elections Administrator

Billing Address (if different): _same as above City: _____ State: ___ ZIP: _____

Billing Contact: _____ Title: _____ Email Address: _____ Phone: ( ) _____

Previous Business Address: _____

City: _____ State:_____ Zip: _____ How Long? _____ yrs _____ mos.

Have you previously applied or have been an Experian Member? ☐ **Yes** ☒ No **If Yes, when?** _____

Under what business name? _____ Previous Member Number (if Known): _____

Parent or Affiliated Agency Information

Parent Agency Name (if applicable):_____

Contact Name: _____ Title: _____ Phone: ( ) _____

Address: _____ City: _____ State: ___ ZIP: _____

Permissible Purpose/Appropriate Use

(Application will not be processed unless this information is provided.)

Provide detailed description of your use of Experian products and consumer data. Also, describe the nature of your business interaction with consumers.

_To comply with Federal, State, or local laws, rules and other applicable legal requirements / Fraud Prevention

Head Designate for Internet Access

Full Name & Title: **Julie Seippel**

Email Address: Williamson County Elections Department

Phone Number: (512) -9431631

Signature (if different from below): _____

User ID - First Choice (minimum 6 characters) _____

User ID - Second Choice (minimum 6 characters) _____

User ID - Third Choice (minimum 6 characters) _____

Head Designate Certificate. If access to Experian services will occur via the Internet, Company agrees to identify an individual (the "Head Security Designate") that will act on behalf of Company for the purpose of submitting all requests to create, change or lock designate and/or end user access accounts and permissions to Experian systems and information via the Internet. For purposes of assigning a Head Security Designate, an agent is the same as the Company. Company certifies that the designate(s) is an authorized representative of Company's business and will be available to interact with Experian on information and product access matters, in accordance with Access Security Requirement for FCRA and GLB 5A Data ("Guidelines"). Company acknowledges that the Guidelines may be updated from time to time by Experian and will be communicated to Company in writing. Company acknowledges and agrees that Company (a) has received a copy of the Guidelines, (b) has read and understands Company's obligations described in the Guidelines, (c) will communicate the contents of the Guidelines, and any subsequent updates thereto, to all employees that shall have access to Experian Services via the Internet, and (d) will abide by the provisions of the Guidelines when accessing Experian data via the Internet. Changes in Head Security Designate status (e.g., transfer or termination) are to be reported to Experian immediately.

If this application involves Company's use of consumer credit products then the following shall apply:

I have read and understand the **"FCRA Requirements"** notice and Experian's **"Access Security Requirements"** and will take all reasonable measures to enforce them within my facility. I certify that I will use the Experian product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not sell the report to any consumer directly or indirectly. I understand that if my system is used improperly by Company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

Important Tax Notice
If Company is exempt from sales tax in any of the states where the information is delivered to you or accessed by you, please send Experian a completed and signed sales tax exemption certificate for each of those states.

I certify that I have read the above statements and all information provided is accurate.

Williamson County Elections Department
Legal Agency Name

_____
DBA Name (If Applicable)

X_____
Authorized Signature

_____
Date

_____
Title

_____
Type or Print Name of Authorized Signer

EXPERIAN
STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions ("STAC") is made on the Effective Date set forth below between **Experian Information Solutions, Inc.** ("Experian") and **Williamson County Elections Department** ("Client").

1. Agreement. The STAC contain the standard terms and conditions applicable to Experian's provision of products and services (collectively, the "Services") to Client. Terms and conditions specific to the Services ordered by Client are set forth in individual schedules signed by Client and the applicable Experian entity offering the Services (each, a "Schedule"). The STAC, together with the Schedules, and any other documents incorporated or referenced in a Schedule, constitute the "Agreement." In the event of any conflicting or inconsistent terms, the following order of precedence applies with respect to the Services offered pursuant to a Schedule: (a) the terms and conditions in a Schedule solely with respect to the Service offered pursuant to such Schedule, and (b) the STAC. The use of the term "days" shall mean "calendar days" unless otherwise specified.

2. Fees and Payment. Client shall pay Experian for the Services in the amounts agreed upon in writing and set forth in the applicable Schedule or other mutually agreed pricing document. Unless otherwise provided in the applicable Schedule or pricing document, Experian shall have the right to revise or amend the pricing by providing thirty (30) days' prior written notice to Client before such revision or amendment becomes effective. If Client requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after Experian has commenced work, Client agrees to pay Experian for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, Client agrees to pay Experian the full price for such Services. Experian's invoices will be deemed to be correct and acceptable to Client unless Client advises Experian of disputed items within ten (10) days of their receipt. Payments shall be made to Experian within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, Experian reserves the right to suspend the Services and Client also shall pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include either shipping costs or applicable federal, state, local, or foreign sales or use taxes, and Client will pay or reimburse Experian for such shipping costs and taxes. 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 Client 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 Client 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 Client'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.

3. Data; Confidential Information.

A. Experian Data. The parties acknowledge and agree that the Services may include the delivery, access or use of (i) personal data or information that does or could be used to identify a consumer, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) data that has been furnished or otherwise provided by or on behalf of Client to Experian and is included in Experian databases, and (iv) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Experian to Client (including, without limitation, business credit data and marketing data); and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "Experian Data"). Client represents and warrants that it shall not resell the Experian Data, and that it shall only access, receive and use the Experian Data in the manner explicitly permitted in a Schedule.

(i) Safeguards. Client agrees to treat such data responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, or any other person with access to such data. Client shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Client by Experian. Such safeguards shall, at minimum, include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of Experian Data, and other information provided by Experian, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Client shall, at a minimum, comply with Experian's standard security requirements with respect to Experian Data, and to the extent applicable to Client's access and use of the Services. Client shall provide a copy of its written security program to Experian upon request and shall adopt any safeguard that Experian may reasonably request. Client shall promptly notify Experian of any unauthorized access, use or disclosure of Experian Data. Client agrees to defend and indemnify and hold Experian and its affiliates harmless from and against all damages, liabilities, claims, losses, costs and expenses that Experian may incur, suffer, become liable for or which may be asserted or claimed against Experian as a result of Client's non-performance of any obligation with respect to Experian Data.

B. Client Data. Any non-public data or information provided by or on behalf of Client to Experian in connection with Client's request for the Services and which does not constitute Experian Data ("Client Data") is and shall continue to be the exclusive property of Client. Except as otherwise permitted in a Schedule, Experian agrees to (i) use Client Data only for purposes of providing the Services to Client, and (ii) take reasonable steps to maintain the confidentiality of Client Data and prevent unauthorized access, use or disclosure of Client Data.

C. Confidential Information. Client and Experian agree not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party. Client and Experian each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "Confidential Information" means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential Information does not include Experian Data or Client Data. Without limiting the generality of the foregoing, the parties agree that Experian's Confidential Information includes the confidential, proprietary, and trade secret information of Experian, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, Experian PINs, pricing structures, and application programming interfaces, (ii) the Agreement, and (iii) any other types of information applicable to the Services as maybe identified in a Schedule; and (iv) any copies or derivatives of such data or information.

4. Retained Rights; Access and Use.

A. Retained Rights. Client acknowledges that Experian has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Services, Experian Data, Experian Confidential Information and various databases, improvements, technologies, inventions, developments, ideas, and discoveries associated therewith; all of which, when used in connection with the provision of, or access to, the Services shall be deemed part of the Services. Client agrees that the Services, all data in Experian's databases and any other intellectual property that are part of the Services or related to the Services are owned by Experian (or its licensors or providers, as applicable). Nothing contained in the Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to any intellectual property or data provided in connection with the Services, Experian Data or Experian Confidential Information. Client shall not acquire any license to use the Services, Experian Data or any Experian Confidential Information in excess of the scope and/or duration described in the Agreement.

B. Access and Use. Client represents and warrants to Experian that it shall only access and use the Services and Experian Data for Client's

own internal business and solely in the manner explicitly permitted in the Agreement. Client further agrees that it shall not, and shall not permit others (including but not limited to any affiliate or related companies and users) to, (i) change, modify, add code or otherwise alter the Services in any manner, (ii) reverse engineer, disassemble, decompile, in any way attempt to derive the source code of, or translate the Services, or (iii) use, transform, modify, or adapt the Services for use for any other purpose, including but not limited to use to assist in the development or functioning of any product or service that is competitive, in part or in whole, with any existing or reasonably anticipate product or service of Experian.

5. Compliance. Experian shall comply with all federal, state and local laws, rules and regulations applicable to Experian as a provider of the Services. Client shall comply with all federal, state and local laws, rules and regulations applicable to Client's access, collection, use, storage, transmission and provision to Experian of Client Data, and Client's access, receipt and use of the Services and Experian Data. Experian reserves the right to revise, amend or supplement the terms or conditions or pricing under the Agreement and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state, or local law, rule or regulation, a third party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

6. Domestic Access and Use. Client shall not access, transfer, or use the Services, Experian Confidential Information or Experian Data outside the United States or its territories. Any direct or indirect access to, transfer, or use of the Services, Experian Confidential Information or Experian Data outside the United States or its territories shall require the prior written approval of Experian.

7. Term; Termination. The term of the Agreement shall begin upon the Effective Date set forth below and shall continue in effect until the termination or expiration of all Schedules. Upon any termination of the Agreement or a Schedule, Client shall immediately cease using the applicable Services, Experian Data and Experian Confidential Information in its possession. If either party is in material breach of the Agreement or any individual Schedule, the other party may terminate the individual Schedule and/or the Agreement, as applicable, provided such breach is not cured within thirty (30) days following written notice of such breach, unless such breach is the failure to pay for the Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice. Notwithstanding the foregoing, the Agreement or any Schedule may be terminated by Experian immediately upon written notice to Client if in Experian's reasonable good faith judgment any Services, Experian Confidential Information and/or Experian Data provided to Client are being used or disclosed contrary to the Agreement and/or any Schedule. In the event that the Agreement or a Schedule is terminated as a result of a breach, the other party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement or any Schedule shall not relieve Client of its obligation to pay for any Services performed or provided by Experian under the Agreement or any Schedule. 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, Client will only be liable for its pro rata share of services rendered and goods actually received.

8. Limited Warranty; Disclaimers. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES OR EXPERIAN DATA. BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO EXPERIAN BY OTHER SOURCES, EXPERIAN CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, EXPERIAN DATA OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPERIAN SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXPERIAN DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE EXPERIAN SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES EXPERIAN MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.

9. Acceptance. Client acknowledges that the prices Experian charges for the Services are based upon Experian's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Client and not Experian. Client agrees that it is responsible for determining that the Services are in accordance with Experian's obligations under the Agreement. If Client reasonably determines that the Services do not meet Experian's obligations under the Agreement, Client shall so notify Experian in writing within ten (10) days after access to or receipt of the Services in question. Client's failure to so notify Experian shall mean that Client accepts the Services or the performance of the Services as is. If Client so notifies Experian within ten (10) days after access to or receipt of the Services, then, unless Experian reasonably disputes Client's claim, Experian shall, at its option, either re-perform the Services in question or issue Client a credit for the amount Client paid to Experian for the nonconforming Services. EXPERIAN'S REPERFORMANCE OF THE SERVICES OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND EXPERIAN'S MAXIMUM LIABILITY UNDER THE AGREEMENT REGARDING THE SERVICES.

10. Limitation of Liability.

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW CLIENT AGREES THAT EXPERIAN'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO EXPERIAN UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY EXPERIAN FIRST ACCRUED. CLIENT COVENANTS THAT IT WILL NOT SUE EXPERIAN FOR ANY AMOUNT GREATER THAN SUCH AMOUNT. CLIENT FURTHER ACKNOWLEDGES THAT SECTIONS 8 AND 9 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENT A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES EXPERIAN CHARGES FOR THE SERVICES AND APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, WILLFUL INFRINGMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

11. Waiver; Severability. Either party may waive compliance by the other party with any covenants or conditions contained in the Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly stated in the written waiver. The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of its other provisions. If any such provision is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. In lieu of any invalid provision, a substitute provision shall apply retroactively which comes as close as legally and commercially possible

to that intent which the parties had or would have had, according to the spirit and purpose of the Agreement.

12. Audit. Client agrees that Experian will have the right to audit Client's and any of its agent's compliance with the terms of the Agreement, including its access, receipt and use of the Services, Experian Confidential Information and Experian Data. Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose .Experian agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Experian which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Experian agrees that Client shall have access during normal working hours to all necessary Experian facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Experian reasonable advance notice of intended audits.

13. Successors and Assigns; No Third-Party Beneficiaries. Client shall not assign, delegate, or otherwise transfer the Agreement or any of its rights or obligations under it, or purport to do any of these things, or any interest relating to the Agreement without the prior written approval of Experian. Any attempted assignment, delegation or transfer by Client without such approval shall be null and void *ab initio*. The dissolution, merger, consolidation, reorganization, assumption, sale or other transfer of assets, properties, or controlling interest of Client constitutes an assignment of the Agreement. Without the prior written consent of Client being required, Experian may use subcontractors to perform any of its obligations under the Agreement, and may assign or subcontract the Agreement or any of its rights under it to its affiliates or a subsequent owner. The Agreement is binding upon and inures to the benefit of the parties and their permitted successors and assigns. Persons or entities who are not a party to the Agreement (other than Experian and its affiliates, and their respective successors and assigns) shall not have any rights under the Agreement and the parties hereby agree that nothing in the Agreement shall be construed as creating a right that is enforceable by any person or entity that is not a party to the Agreement (or an Experian affiliate) or a permitted successor assignee of such party.

14. Excusable Delays. Experian shall not be responsible for any delay, failure to perform, or alteration of the Services due to any act, omission or failure to perform by Client, and Client may be responsible to Experian for additional fees and costs associated therewith. Neither party shall be liable for any delay or failure in its performance under the Agreement (except for the payment of money) if and to the extent such delay or failure is caused by events beyond the reasonable control of the affected party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its reasonable effort to avoid or remove such causes of nonperformance and to complete delayed performance whenever such causes are removed.

15. Choice of Law and Mediation. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern. The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.

16. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian and Client shall be addressed to the addresses provided below each party's signature, or to such other address as either party shall designate in writing to the other from time to time.

17. Complete Agreement. The Agreement, as supplemented or amended by any Schedules, sets forth the entire understanding of Client and Experian with respect to the subject matter hereof, and the terms of the Agreement shall be superior to, control, and supersede all terms in any prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

18. Amendments. The Agreement may only be amended in writing signed by authorized representatives of both parties.

19. Survival. The provisions of Sections 3, 4, 5, 7, 9, 10, 11, 12, 14, 15, 16, 18 and 20, in addition to any other provisions of the Agreement that would normally survive termination, shall survive termination of the Agreement for any reason.

20. Authority to Sign. Each party represents that (i) the person signing the Agreement or any Schedule has all right, power and authority to sign the Agreement on behalf of such party; (ii) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder; and (iii) if it signs the Agreement with an electronic signature, it (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; (b) hereby acknowledges its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of the Agreement based on the fact that the terms were accepted with an electronic signature; and (c) shall ensure that its electronic signature vendor shall comply with the confidentiality obligations of the Agreement.

IN WITNESS WHEREOF, Client and Experian sign and deliver the STAC as of the Effective Date set forth below.

Experian Information Solutions, Inc.

By: Heather Richey
Signature (Duly Authorized Representative Only)

Name: **Heather Richey**
Print

Title: **Compliance Director**

Effective Date: 5/31/2019

Williamson County Elections Department
Print or Type Legal Name of Client

By: _____
Signature (Duly Authorized Representative Only)

Name: _____
Print

Title: _____

Address for Notice: Experian, 475 Anton Boulevard, Costa Mesa, CA 92626, Attn: General Counsel, Law Department

Physical Address for Notice: **301 SE Inner Loop, Suite 107 Georgetown, TX 78626**
Attn:

EXPERIAN
CONSUMER SERVICES SCHEDULE

This Consumer Services Schedule ("Schedule") supplements the Experian Standard Terms and Conditions, dated **April 22, 2019** ("Agreement"), currently in place between Experian and Client.

1. Application. For the purposes of this Schedule, the term "Services" shall mean Experian's provision of services to Client which includes the supply of consumer credit information, account review services, identification information, generic scoring services, and other data services from information stored in one of Experian's consumer databases. Experian will provide Services to Client for the fees set forth in a pricing document signed by both parties that identifies the Services being ordered by Client and which incorporates this Schedule and the Agreement by reference.

2. Term. This Schedule shall commence on the Schedule Effective Date and continue in force without any fixed date of termination and either Client or Experian may terminate this Schedule upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if a term is designated in a pricing document signed by both parties, such term will apply to this Schedule and Client shall have no right to terminate this Schedule upon thirty (30) days prior written notice with regards to the applicable Services.

3. FCRA Use. Client will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 *et. seq*., as amended (the "FCRA"). Without limiting the foregoing, Client certifies that Client will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purposes prohibited by law. Permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Client has purchased a consumer report from Experian in connection with a consumer's application for credit, and the consumer makes a timely request of Client, Client may share the contents of that report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.

4. Data Use Restrictions. Client agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Experian, request, compile, store, maintain, resell or use the Services (including any of the information contained in the Services) to build its own credit reporting database. Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its authorized employee users. Client shall, at a minimum, comply with Experian's standard access security requirements.

5. Inquiries. When accessing Services, Client certifies it will use reasonable measures to identify consumers and will accurately provide Experian with complete identifying information about the consumer inquired upon in the form specified by Experian. Client will enter all requested Client and type code information when requesting Services. Experian may use Client's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations. Client will be responsible for installing the necessary equipment, software and security codes to prevent unauthorized access to an Experian database.

6. Data Contribution. If Client contributes information on its credit experience with consumers, including updates thereof, (collectively "Client Records") to Experian, Client agrees to make Client Records available to Experian at mutually agreeable times and format, in accordance with Section 623 of the FCRA. Client shall provide Client Records which are accurate to the best of its knowledge and shall promptly update and correct all known inaccurate information. Client shall provide Experian with written notice (i) if any information is disputed by a consumer, (ii) if the consumer closes the account; and (iii) not later than 90 days after furnishing the information, of the date of the commencement of the delinquency of an account which is placed for collection. Client shall bear the expense of preparing and delivering Client's Records to Experian. Experian may incorporate, at Experian's expense, Client Records into its credit reporting system. Information, once incorporated and merged with other contributed data, will be Experian's exclusive property. Client shall retain ownership in information used to compile its Client Records. At Experian's request, Client will promptly reinvestigate and verify the accuracy of Client Records. Experian may use Client Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that Experian will use reasonable commercial efforts not to release a list that specifically identifies individuals as Client's customers. Where applicable, Experian and the credit reporting industry expect all data contributors to report collection accounts as "paid collection" transactions when they are paid. This information should not be deleted unless required by law. Although this may seem like a valuable consumer service and helps Client collect on debt, it is a disservice to credit grantors for Experian to allow the deletion of this valuable collection information. For these reasons, if Client is deleting valid collection information, or charging fees to delete information, or both, Experian reserves the right to terminate this Agreement immediately and remove Client Records from Experian's credit reporting system.

7. Third Party Processors. In the event Client chooses to use a third party to perform certain data processing or model building services, the parties understand and acknowledge that the third party shall be acting on behalf of Client. Client will cause the third party to (i) handle, process, and possess all Experian provided data in accordance with this Agreement, and (ii) sign a Third Party Processor Undertaking form. Client shall provide Experian with the appropriate mailing instructions at least ten (10) days prior to the requested shipment date.

ALL CLIENTS MUST COMPLETE THIS SECTION

8. Point of Sale Certification. In compliance with Section 1785.14(a) of the California Civil Code, Client certifies to Experian that (i) Client ☐ ***IS*** ☒ ***IS NOT*** a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale); (ii) if Client is a Retail Seller who issues Point of Sale credit, Client will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person; and (iii) it will only use the appropriate subscriber code number designated by Experian for accessing consumer reports for California Point of Sale credit transactions conducted by Retail Seller. Client shall notify Experian within 24 hours of any change in Client's status as a Retail Seller.

EXPERIAN
CONSUMER SERVICES SCHEDULE

This Schedule, together with the applicable pricing document(s) and the Agreement as amended herein constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

Experian Information Solutions, Inc.

By: Heather Richey
Signature (Duly Authorized Representative Only)

Name: Heather Richey
Print

Title: Compliance Director

Schedule Effective Date: 5/31/2019

Williamson County Elections Department
Print or Type Full Legal Name of Client

By: _____
Signature (Duly Authorized Representative Only)

Name: _____
Print

Title: _____

EXPERIAN
PRECISE ID SERVICES SUPPLEMENT

This Precise ID Services Supplement ("Supplement") supplements the Consumer Services Schedule to the Experian Standard Terms and Conditions, dated **April 22, 2019** ("Agreement"), currently in place between Experian and Client.

1. Services. For the purposes of this Supplement, "Services" shall include the Precise ID for ID Screening Services, Precise ID for Compliance, Precise ID for Identity Element Network, Precise ID for Account Opening Services, and Knowledge IQ through Precise ID Services, collectively the "Precise ID Services." Services also include validations and analytics projects ("Validations") described in a criteria letter and may utilize Depersonalized Data as defined below in Section 6. A criteria letter may include pricing and may be transmitted and approved by the parties via electronic mail.

A. The **Precise ID for ID Screening Services, Precise ID for Identity Element Network** and the **Precise ID for Compliance Services** shall mean the comparison of Client supplied consumer identifying information against identifying information contained in multiple Experian databases.

B. The **Precise ID Account Opening Services** shall mean the comparison of Client supplied consumer information against consumer identifying and credit information contained in multiple Experian databases.

C. The **Knowledge IQ through Precise ID Services** shall mean the question and response session providing identity verification in either FCRA or GLB regulated modes.

D. For **Validations**, Client shall specify in writing to Experian any information field that can be used by Client to link directly or indirectly to the personally identifiable information of any consumer in the Client data file it provides to Experian for the Services. Client represents to Experian that Client has the authority to provide the data to Experian required for performance of the Services at the time Client provides such data, and agrees that Experian may use Client's consumer data for general product research and development after extraction of information identifying Client and the consumer whose records are utilized. Where a third party is specified in a criteria letter as performing validations and/or analytics projects in connection with the Services delivered to Client, Client acknowledges and agrees that (i) it has sufficient rights, title, and interest in any data it provides to Experian for such specified third party to use the data in performing validations and/or analytics for Client, (ii) Experian may provide the Client-supplied data to such third party for such purpose, and (iii) such third party may use and process Client-supplied data for such purpose.

E. Client may request detailed output for the Services in addition to the fraud risk score, classification type, or final decision.

F. Client agrees to provide Experian confirmed fraud feedback monthly during the Term based on its use of the Precise ID Services ("Outcome Reporting") in the format specified by Experian, or as otherwise agreed by the parties in writing. Experian may use Outcome Reporting for general product research and development after extraction of information identifying Client and consumers.

G. Experian will provide the Services to Client for the fees set forth in the applicable pricing exhibit, which may be updated from time to time upon mutual written agreement by the parties.

H. Except to the extent set forth herein, the term "Services" (as used in the Agreement) shall include the Precise ID Services and Validations, and the terms and conditions in the Agreement relating to Services will apply to the Precise ID Services and Validations described herein.

I. If Neustar MPIC Services are mutually agreed upon, then Client will abide by and Experian will provide the Services to Client in accordance with the terms and conditions contained in a separate addendum to this Supplement signed by the parties. Any customization of the standard Services will be subject to additional fees and separate written agreement.

2. Term. Unless otherwise stated in the applicable pricing exhibit, the Services shall be provided for a period of 1 (one) years from the Effective Date ("Initial Term"). Unless one party provides written notice of termination to the other party within thirty (30) days of the expiration date, the Services will automatically renew for additional one-year periods at its then current rates (each, a "Renewal Term"). The Initial Term and all Renewal Terms may collectively be referred to as the "Term." In the event Client terminates the Services without cause prior to the end of the Initial Term or any Renewal Term, then Client agrees to pay Experian the sum of all fees due for the remainder of the Initial Term or Renewal Term, as applicable.

3. Client's Certification of Use

NOTE: For regulatory purposes, and to ensure that the appropriate certifications are in place throughout the duration of Client's use of the Services, the certifications in A through F below are contained within this Supplement. That said, only those certifications herein that are applicable to Client's use of the Services at any given time will apply.

A. GLB Certification. Client certifies to Experian that Client will use the Services to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability under the Gramm-Leach-Bliley Act, 15 U.S.C.A. Sec. 6801, *et seq.* Client will not use the Precise ID for ID Screening, Precise ID for Compliance, or ID Screening Knowledge IQ Services for the granting or denial of credit or for the setting of credit terms or pricing.

B. Credit Information Certification. ***When Client chooses to use consumer credit data in the Services***, then Client certifies that it has a "permissible purpose" under the Fair Credit Reporting Act, 15 U.S.C. 1681 *et. seq*. ("FCRA"). If Client's "permissible purpose" is based upon the written instructions of the consumer via the Internet, then Client shall obtain the consumer's written instructions in a manner substantially similar to that provided for in Section 7A below, or if Client obtains the consumer's consent to access credit data over the telephone, Client shall do so as provided for in Section 7B below. If Client's permissible purpose is "a legitimate business need for the information in

connection with a business transaction that is initiated by the consumer," then the written instructions provisions of this Supplement and Section 7 do not apply, but only where (i) the Client has a risk of financial loss in the transaction, or (ii) Client uses the information to detect or prevent actual or potential fraud, to verify the identity of a consumer paying by check, to verify the identity of a consumer opening a DDA Checking Account, or for tenant screening. Client acknowledges and agrees that unless the number of inquiries made with respect to a consumer report is among the top four factors adversely affecting the credit score provided as part of the Precise ID Services, Experian does not output the same as an adverse action factor. If Client is using the Precise ID Services for mortgage lending credit decisions, Client further acknowledges that it must obtain a credit score that will disclose such key factor in accordance with the requirements of Section 609(g) of the FCRA. In any case, Client certifies that it will request and use all data received from Experian solely for its internal purposes in connection with transactions involving the consumer as to whom such information is sought and that it will not provide the Services to any third party. If Client chooses to use custom Fraud Penetration Index ("FPI") attributes within Precise ID for Account Opening Services, Client certifies that: (i) it will obtain and use the consumer's written instructions as Client's sole permissible purpose under the FCRA; (ii) Client understands that the custom FPI application has not been developed to be compliant with the Equal Credit Opportunity Act, 15 U.S.C. 1691 *et seq*.; and (iii) therefore, Client will not use the Precise ID for Account Opening Services for the granting or denial of credit or for the setting of credit terms or pricing.

C. Use of OFAC Data. Matching of names to the OFAC list is based on very limited identification information. A match does not necessarily indicate that the consumer about whom Customer inquired is the same person referenced by OFAC. ***Accordingly, if Client receives an OFAC result code in Client's Precise ID Services***, Client acknowledges that any action taken by Client regarding a consumer must be taken based on Client's complete investigation of the consumer and not based solely on the OFAC information.

D. Certification for Use of Motor Vehicle and Property Data. ***If Client chooses to use vehicle ownership data in the Services***, Client certifies that its use is in compliance with the Driver's Privacy Protection Act of 1994 (18 U.S.C. Sec. 2721(b)(3)). Further, motor vehicle department data and property information will be used solely for authentication purposes.

E. Client's Use of Alternate Source Data. Certain product options offer questions which use information from Experian's non-FCRA data sources ("Alternate Source Data"). ***When using FCRA regulated product options***, Client certifies that it will obtain the consumer's written instructions prior to accessing any questions based on alternate source data.

When using Alternative Source Data, Client certifies that it will not use the Alternate Source Data with the FCRA or GLB regulated Services provided hereunder for the granting of or denial of credit or any other FCRA permissible purpose. ***Further, when using Alternate Source Data with FCRA regulated Services***, Client certifies that it will obtain and use the consumer's written instructions as Client's sole permissible purpose under the FCRA.

F. Use of Services for Compliance. ***In the event that Client uses the Services for compliance with any law, regulation or similar requirement applicable to Client***, including without limitation the Red Flags Rules under the Fair and Accurate Credit Transactions Act or the regulations pursuant to the Office of Foreign Assets Control ("Applicable Law"), Client shall be solely responsible for such compliance, including without limitation the sufficiency of the Services for such purpose and any and all selection of criteria or attributes used in the Services. In addition to all other disclaimers in the Agreement and/or this Supplement and other applicable schedules or supplements, Experian hereby expressly disclaims any express or implied warranty or other assurance that Client's use of the Services will be sufficient to comply with Applicable Law, whether or not Experian has been apprised of such use. Experian shall not be deemed to have rendered to Client any legal or other advice, including with respect to Client's selection of criteria or attributes. Client warrants that it will use the Services in compliance with Applicable Law. Client shall defend and indemnify Experian and/or its affiliates for any and all liabilities, costs and expenses and/or damages incurred by Experian and/or its affiliates resulting from any noncompliance with Applicable Law by Client.

4. System Implementation Approval. If applicable, Experian will configure the Services pursuant to specifications provided by Client in the Sign Up Form. Upon completion of the configuration, Client shall test and audit performance of the Services to ensure proper configuration. Client shall notify Experian if the Services fail to meet the configuration requirements, and Experian shall modify the configuration to meet Client's requirements set forth in the Sign Up Form. Such modification constitutes Client's sole remedy for failure to configure the Services in accordance with the Sign Up Form and Experian's maximum liability for any such failure.

5. Client Use Restrictions. Except as expressly contemplated by this Supplement, Client shall not (a) distribute, publish, transmit or disseminate, in any form or by any means (including, without limitation, any internet) any part of the Services or the data delivered as part of the Services (the "Data"), (b) allow any third party to access the Services or the Data (including evaluation results), (c) sell, sublicense, resell or otherwise transfer any of the Services or the Data, or (d) use the Services or Data to identify or solicit potential customers for its products or services.

6. Depersonalized (Coded) Data/Historical Validation. Depersonalized Data means certain data about consumers possessed by Experian and retained for modeling and research purposes which has consumers' identifying information coded or masked. Upon Client's request, Experian will provide the Depersonalized Data that may also include a record identifier. Client certifies to Experian that Client has no known ability to, and will not seek to (a) link the Depersonalized Data or record identifier to the individual identity of the consumer, including but not limited to, name, address, social security number, or customer account number, whose credit data is contained in or used to prepare the Services, or (b) otherwise identify the individual identity of the consumer whose credit data is contained in or used to prepare the Depersonalized Data. Client agrees that it will not, either directly or indirectly, itself of through any agent or third party, without the prior written consent of Experian request, compile, store, maintain, resell or use the Depersonalized Data to build its own credit reporting database. Client shall be solely responsible for assuring the

secure and confidential manner in which it stores, delivers and transmits the Depersonalized Data to its authorized employee users.

7. Written Instructions. Subsections 7A and 7B below shall apply as described in Section 3B above.

A. FCRA Compliance--Written Instructions. Client shall substantially comply with the following web site requirements:

(1) Client will prominently display a message specifically informing the consumer that his or her credit profile will be consulted for the purpose for which it is to be used and no other purpose, and that clicking on the "I AGREE" button following such notice constitutes written instructions to the Client under the FCRA. Client agrees that the notice provided by Client will be substantially as follows:

> "You understand that by clicking on the I AGREE button immediately following this notice, you are providing 'written instructions' to (*Client*) under the Fair Credit Reporting Act authorizing (*Client*) to obtain information from your personal credit profile or other information from Experian. You authorize (*Client*) to obtain such information solely to _____ *(insert purpose e.g. to confirm your identity to avoid fraudulent transactions in your name.)*

(2) The "I AGREE" button must immediately follow the notice provided for above. The notice and "I AGREE" button must be separate from any other notice or message contained on the web site.

(3) The consumer must have the ability to fully review any of the terms to which he or she is agreeing immediately preceding the consensual click.

(4) The consumer must not be able to proceed in the process without affirmatively agreeing to the terms in the notice.

(5) The consumer must have the ability (should they choose) to print out the terms to which he or she is agreeing, including their consent.

(6) The record of the consumer's 'written instruction' by clicking "I AGREE" must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.

B. Written Instructions by Telephone. If Client is obtaining "written instructions" over the telephone, Client shall substantially comply with the following requirements which are designed to comply with the Electronic Records and Signatures in Commerce Act:

(1) Client will ask each consumer to confirm his or her consent to access such persons credit report for authentication purposes by asking the following: "In order to verify your identity, you need to authorize Client to access your credit report for authentication purposes. Please confirm your authorization to access your credit report for authentication purposes by pressing the # key now";

(2) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and

(3) The record of the consumer's 'written instruction' by pressing the # symbol must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.

8. Referrals. Client authorizes Experian to use Client's name in any reference list of current clients of Precise ID Services.

This Supplement, its exhibits, and if applicable, the Sign Up Form, together with the Agreement and its applicable Consumer Services Schedule as amended herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties with respect thereto.

Experian Information Solutions, Inc.

By: Heather Richey
Signature (Duly Authorized Representative Only)

Name: Heather Richey
Print

Title: Compliance Director

Supplement Effective Date: 5/31/2019

Williamson County Elections Department

Print or Type Name of Client

By: _____
Signature (Duly Authorized Representative Only)

Name: _____
Print

Title: _____

EXPERIAN PRECISE ID SERVICES SUPPLEMENT

PRICING EXHIBIT

Experian will provide the Precise ID Services to Client for the fees set forth in this Pricing Exhibit. The fees shall become effective on the Pricing Exhibit Effective Date indicated below, and may be superseded by any conflicting fees agreed to by the parties in subsequently executed Pricing Exhibits to the Supplement.

Services:

Precise ID for Compliance

Term:

One (1) year from the Pricing Exhibit Effective Date

Pricing:

Web UI Annual Fee for up to 360 transactions **- $79.20**

Transaction fee for excess transactions - **$0.22** each excess transaction

Assumptions for Client to receive above pricing:

1. Implementation fee - **$ 3,000.00**
2. Implementation cost is a one-time cost for configuration and testing efforts. Future batches do not incur implementation fees.
3. Transactions above the annual allotment are billed at **$0.22** per transaction.
4. Support is included in the above fees.
5. Experian provides SME guidance during planning, implementation and testing.
6. Help desk support for agency staff is included. Help desk services for the end-user (citizen) are not included.
7. Minors are not available for processing per regulations.
8. No production testing is permitted with live PII, per regulations.
9. Pricing is subject to standard terms and conditions for regulatory coverage.
10. Online, real-time access has no agency user limit.

Client shall pay Experian any credit card convenience fees associated with payments Client makes by credit card.

Prices do not include applicable Sales and Use Tax which will be added separately, if applicable.

This Pricing Exhibit is part of the Precise ID Services Supplement and applicable addenda, and together with the Agreement and its applicable Consumer Services Schedule constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties with respect thereto.

Experian Information Solutions, Inc.	**Williamson County Elections Department**
By: Heather Richey	**By:**
Signature (Duly Authorized Representative Only)	Signature (Duly Authorized Representative Only)
Name: Heather Richey	**Name:**
Print	Print
Title: Compliance Director	**Title:**
Pricing Exhibit Effective Date: 5/31/2019	Print or Type Name of Client

EXPERIAN
DEATH MASTER FILE ADDENDUM

This Death Master File Addendum ("Addendum") supplements the Experian Standard Terms and Conditions, dated **April 22, 2019** ("Agreement"), currently in place between Experian and Client.

Client and Experian agree as follows:

1. "Experian Services" as used herein shall mean services provided to Client by Experian Information Solutions, Inc.

2. Client acknowledges many Experian Services contain information from the Death Master File as issued by the Social Security Administration ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Client certifies that consistent with its applicable FCRA or GLB use of Experian Services, Client's use of deceased flags or other indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1).

3. Client further certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian Services.

4. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between this Addendum, Schedules, Supplements, pricing document(s) and the Agreement, the terms and conditions of this Addendum shall prevail.

This Addendum, together with the applicable Schedules, Supplements, pricing document(s) and the Agreement as amended herein constitute the entire agreement between the parties with respect to the Experian Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

Experian Information Solutions, Inc.

By: Heather Richey
Signature (Duly Authorized Representative Only)

Name: Heather Richey
Print

Title: Compliance Director

Addendum Effective Date: 5/31/2019

Williamson County Elections Department
Print or Type Full Legal Name of Client

By: _____
Signature (Duly Authorized Representative Only)

Name: _____
Print

Title: _____

Commissioners Court - Regular Session **33.**

Meeting Date: 06/11/2019

Pitney Bowes Console Kit Lease Agreement

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease agreement between Pitney Bowes and Williamson County for a console kit in the amount of $33.75 per month for sixty (60) months pursuant to Buyboard Contract #576-18, and authorizing execution of the lease agreement.

Background

Approval of this lease agreement will support the operations of the Justice of the Peace Precinct 4 office. This console will provide a stable base for the existing postage machine allowing for accurate weights to be calculated. The lease is for a term of 60 months at a rate of $33.75 per month, billed quarterly at $101.25. This expenditure will be charged to 01.0100.0454.004216. Department contact is Jessica Tiedt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/06/2019 11:00 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:07 AM
Form Started By: Erica Smith		Started On: 06/03/2019 03:44 PM
Final Approval Date: 06/06/2019		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
Williamson Cty Justice of the Peace Precinct 4			74-6000978
Sold-To: Address			
211 W 6th St, Taylor, TX, 76574-3539, US			
Sold-To: Contact Name	**Sold-To: Contact Phone #**	**Sold-To: Account #**	
Jessica Tiedt	(512) 352-4112	0018305772	
Bill-To: Address			
211 W 6th St, Taylor, TX, 76574-3539, US			
Bill-To: Contact Name	**Bill-To: Contact Phone #**	**Bill-To: Account #**	**Bill-To: Email**
Jessica Tiedt	(512) 352-4112	0018305772	jessica.tiedt@wilco.org
Ship-To: Address			
211 W 6th St, Taylor, TX, 76574-3539, US			
Ship-To: Contact Name	**Ship-To: Contact Phone #**	**Ship-To: Account #**	
Jessica Tiedt	(512) 352-4112	0018305772	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPADDON	SendPro P Series Add-On
1	SVWE	SVWE - Console Kit

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	$ 33.75	$ 101.25

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

©2018 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

576-18
State/Entity's Contract#

X
Lessee Signature

Bill Gravell
Print Name

County Judge
Title

X
Date

Jessica.tiedt@wilco.org
Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Stanford Todd	stanford.todd@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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Commissioners Court - Regular Session **34.**

Meeting Date: 06/11/2019

Westlaw Subscription JP 1, 2, & 4

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Thomson Reuters and Williamson County for Westlaw subscriptions pursuant to DIR Contract #DIR-LGL-CAIR-02 in the amount of $490.00 per month at a rate of $49.00 per user, and authorizing execution of the agreement.

Background

Approval of this agreement will support the operations of the Justice of the Peace Offices 1, 2, & 4. Jessica Tiedt of Justice of the Peace 4 will manage user access across 3 JP offices. Order form is for 10 users at a rate of $49.00 per user for a total of $490.00 per month. Legal, Contract Audit, the Auditor's Office and Budget have approved this agreement. Funding for this will be split across the three JP offices based on their user access. Department contact is Jessica Tiedt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WESTLAW

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/06/2019 11:00 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:16 AM
Form Started By: Erica Smith		Started On: 06/05/2019 10:20 AM
Final Approval Date: 06/06/2019		

WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

REQUIRED

Check West account status below as applicable: Rep Name & Number Karl Pollard 0112482

New ____ (NACI Form attached) **Existing with Increase Credit Limit** _____ (NACI Form attached)

Existing with no changes X **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

Acct # 1000572373 Quote # _____ PO # _____ Date 06/03/2019

Name/Subscriber WILLIAMSON CTY JUSTICE OF THE PEACE Bill To Acct # _____

Order Confirmation Contact Name Jessica Tiedt

E-Mail jessica.tiedt@wilco.org

Password Contact Name (for password delivery) _____

E-Mail _____

Time and Billing Contact Name n/a

E-Mail n/a

Federal Government Account Type Non-FEDLINK ____ FEDLINK ____ GSA ____

MSA Jurisdiction Texas Contract # DIR-LGL-CALIR-02 Option # 1A

IF NEEDED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	TX DIR - OPTION 1A	10		49		$490.00

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges $ 490.00

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

West LegalEdcenter Products Subscriptions

Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

_____**24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____**36 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

_____ **West LegalEdcenter annual billing (please check if requested)**

CD-ROM Products

Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at http://legalsolutions.com/schedule-a-westlaw. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

_____**Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **CD-ROM annual billing (please check if requested)**

Banded Products Subscriptions

You certify that you have a total of _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND

Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): n/a

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*
	n/a	

Notes:

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

_____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Passwords and QuickView+

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. https://www.quickview.com.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name Jessica **First Name** Tiedt **E-mail** jessica.tiedt@wilco.org

Print/CD-ROM Products

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges $ _____

_____ **Initial for Subscription Services**. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

Westlaw Roaming Access

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

Miscellaneous

1 **Charges, Payments & Taxes**. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf and http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Peer Monitor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions**, apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf. The General Terms and Conditions for Federal Subscribers is located at http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- West LegalEdcenter
- West km software
- Westlaw Public Records

ACKNOWLEDGMENT
I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: **Visa** _____ **Master Card** _____ **Am Ex** _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

Commissioners Court - Regular Session **35.**

Meeting Date: 06/11/2019

Authorize the change order no.002 to Master Service Agreement with Motorola HGAC contract # RA05-15.

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Change Order No. 002 to the Service Contract between Motorola and Williamson County originally approved in court on April 24, 2018 pursuant to HGAC contract #RA05-15 and authorize the purchase.

Background

This change order addresses Antenna System line sweep at Granger and Mobilization to sweep line at Granger in regard to the Florence Tower Site #5 Relocation Project. The change order amount is $3,840.00. The original contract amount was $1,927,532.12, with previous change order in the amount of $7,133.87, bringing the new total to $1,938,505.99. Thomas Piche is the point of contact for this transaction. This expenditure will be charged to P471 and funding was approved in the FY2019 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order no.002

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 03:06 PM
County Judge Exec Asst.	Andrea Schiele	06/05/2019 04:43 PM
Form Started By: Johnny Grimaldo		Started On: 06/05/2019 11:31 AM
Final Approval Date: 06/05/2019		

MOTOROLA SOLUTIONS

CHANGE ORDER
[002]

Change Order No.	002
Date:	04/18/19
Project Name:	Williamson County Florence Move
Customer Name:	Williamson County
Customer Project Mgr:	Scott Parker

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

This change order is to document the additional scope
- Antenna system line sweep at Granger
- Mobilization to sweep line at Granger

Contract # **33951Y** **Contract Date:** **4/19/18**

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$1,927,532.12
Previous Change Order amounts for Change Order numbers [ ] through [01]	$ 7,133.87
This Change Order:	$ 3,840.00
New Contract Value:	$1,938,505.99

Completion Date Adjustments

Original Completion Date:	3/15/19
Current Completion Date prior to this Change Order:	
New Completion Date:	6/30/19

MOTOROLA SOLUTIONS

CHANGE ORDER
[002]

Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

No changes in equipment is part of this change order

Changes in Services: *(additions, deletions or modifications)* Include attachments if needed

The additional services include

- Antenna system line sweep at Granger
- Mobilization to sweep line at Granger

This services is providing an opportunity to evaluate the existing lines at the Granger site and determine if there is any impact to the Receive Signal Level

Schedule Changes: *(describe change or N/A)*

Schedule is moving out to June 30, 2019 or sooner for overall project completion.

Pricing Changes: *(describe change or N/A)*

Increase of $3840 to accommodate the change in scope

Customer Responsibilities: *(describe change or N/A)*

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

The payment of this change order will be invoiced once work is completed.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	Marc Johnson	By:	
Printed Name:	Marc Johnson	Printed Name:	
Title:	Regional Services Manager	Title:	
Date:	4/18/19	Date:	

Reviewed by: _____ Date: _____

Motorola Solutions Project Manager

Commissioners Court - Regular Session **36.**

Meeting Date: 06/11/2019

Talex CA#2 - Jail Renovations P411

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment # 2 under Williamson County Contract for Engineering Services between Talex, Inc. and Williamson County dated February 26, 2015 for Williamson County Jail Renovations.

Background

This Contract Amendment # 2 is to increase the Compensation Cap to $525,000 and amend hourly rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Talex CA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 09:41 AM
Form Started By: Gina Wrehsnig		Started On: 06/06/2019 08:32 AM
Final Approval Date: 06/06/2019		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

PROJECT: Williamson County Jail Renovations **("Project")**

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Talex, Inc (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective February 26, 2015 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the County and the Engineer executed the Contract Amendment No.1 to the Contract dated September 18, 2018;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract as modified by Amendment No. 1 limits the maximum amount payable under the Contract to $475,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $475,00.00 to $525,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are herby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: T R Alexander
Signature

T. R. Alexander
Printed Name

President
Title

5/22/19
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

_____
Date

inc, engineers

May 17, 2019

Mr. Tom Stanfield
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Williamson County Jail Facility Domestic Hot Water and Water Softener Modifications

Dear Mr. Stanfield:

At your request, Talex Engineers proposes to provide continuing engineering services for the Jail facility on the domestic water heaters and water softener system modification project. The scope of work includes investigation, design and construction services necessary to develop a project to replace the failing water softener system and associated piping, replacement of the existing domestic water heaters serving the first floor kitchen, laundry and other miscellaneous usages and design of stand-alone water heaters and circulation systems for the 'quads' in order to increase redundancy in case of system failures.

Fee: The fee is proposed to be on the same basis as our current Attachment D Rate Schedule on an hourly basis at the following rates:

Talex Engineers:

Principal	$200.00 per hour
Senior Engineer/Proj. Mgr.	$160.00 per hour
Staff Engineer/Sr. Designer	$130.00 per hour
Designer/Drafter	$100.00 per hour
Executive Asst.	$ 80.00 per hour

CP&Y Architects:

Managing Architect:	$180.00 per hour
Architect:	$170.00 per hour
Architect Intern:	$150.00 per hour
Sr. Technician:	$110.00 per hour
CAD Technician:	$100.00 per hour
Executive Asst.	$ 80.00 per hour

KE360 Structural Consultants:

Principal	$220.00 per hour
Staff Engineer/Proj. Mgr.	$160.00 per hour
Designer/EIT	$150.00 per hour
CAD Technician	$105.00 per hour
Clerical	$ 60.00 per hour

Expenses: Normal printing of check sets and design correspondence is included in the Basic Services fee. Expenses such as mileage (at current government reimbursable rate), out of town travel, prints, copy costs, courier services, etc., will be billed at cost.

It is presently estimated that the fee for these services will not exceed $90,000.00

It is anticipated that the form of contract will be a Work Authorization Agreement for Engineering Services form produced by Williamson County.

Please let me know if this proposal is acceptable to you. We look forward to working with you on this project.

Sincerely yours,

Tom Alexander

Thomas R. Alexander, P.E.

Commissioners Court - Regular Session **37.**

Meeting Date: 06/11/2019

Talex WA#3 - Jail Renovations P411

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization #2 in the amount of $90,000 to expire on May 31, 2020 under Williamson County Contract for Engineering Services between Talex, Inc. and Williamson County dated February 26, 2015 for Williamson County Jail Renovations.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Talex WA3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 09:43 AM
Form Started By: Gina Wrehsnig		Started On: 06/06/2019 08:34 AM
Final Approval Date: 06/06/2019		

WORK AUTHORIZATION NO. 3

PROJECT: Williamson County Jail Renovations

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 26, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Talex, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$90,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on May 31, 2020. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Talex, Inc	Williamson County, Texas
By: T.R. Alexander Signature	By: _____ Signature
T.R. Alexander Printed Name	Bill Gravell Jr. Printed Name
President Title	Williamson County Judge Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by Engineer

inc, engineers

May 17, 2019

Mr. Tom Stanfield
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Williamson County Jail Facility Domestic Hot Water and Water Softener Modifications

Dear Mr. Stanfield:

At your request, Talex Engineers proposes to provide continuing engineering services for the Jail facility on the domestic water heaters and water softener system modification project. The scope of work includes investigation, design and construction services necessary to develop a project to replace the failing water softener system and associated piping, replacement of the existing domestic water heaters serving the first floor kitchen, laundry and other miscellaneous usages and design of stand-alone water heaters and circulation systems for the 'quads' in order to increase redundancy in case of system failures.

Fee: The fee is proposed to be on the same basis as our current Attachment D Rate Schedule on an hourly basis at the following rates:

Talex Engineers:

Principal	$200.00 per hour
Senior Engineer/Proj. Mgr.	$160.00 per hour
Staff Engineer/Sr. Designer	$130.00 per hour
Designer/Drafter	$100.00 per hour
Executive Asst.	$ 80.00 per hour

CP&Y Architects:

Managing Architect:	$180.00 per hour
Architect:	$170.00 per hour
Architect Intern:	$150.00 per hour
Sr. Technician:	$110.00 per hour
CAD Technician:	$100.00 per hour
Executive Asst.	$ 80.00 per hour

KE360 Structural Consultants:

Principal	$220.00 per hour
Staff Engineer/Proj. Mgr.	$160.00 per hour
Designer/EIT	$150.00 per hour
CAD Technician	$105.00 per hour
Clerical	$ 60.00 per hour

Expenses: Normal printing of check sets and design correspondence is included in the Basic Services fee. Expenses such as mileage (at current government reimbursable rate), out of town travel, prints, copy costs, courier services, etc., will be billed at cost.

It is presently estimated that the fee for these services will not exceed $90,000.00

It is anticipated that the form of contract will be a Work Authorization Agreement for Engineering Services form produced by Williamson County.

Please let me know if this proposal is acceptable to you. We look forward to working with you on this project.

Sincerely yours,

Tom Alexander

Thomas R. Alexander, P.E.

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and Talex, Inc Engineers on the work schedule and authorization to proceed on assigned services. Talex, Inc Engineers will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Commissioners Court - Regular Session **38.**

Meeting Date: 06/11/2019

Receive updates on the Department of Infrastructure projects and issues

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/17/2019 04:07 PM
Form Started By: Lydia Linden		Started On: 05/17/2019 02:51 PM
Final Approval Date: 05/17/2019		

Commissioners Court - Regular Session **39.**

Meeting Date: 06/11/2019

Aggregate contract 1704-154 renewal 2 with Vulcan Construction Materials

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 Aggregate Contract 1704-156 with Vulcan Construction Materials, for the same terms and conditions as the existing contract, with the exception of price increase request from $47.14/ton to $48.89/ton due to increase in asphalt materials, production and transportation costs, subject to Commissioners Court approval.

Background

The Road and Bridge department submitted a Vendor Performance Report (VPR) that reflected that the vendor met County requirements on Contract, and request to renew for the second renewal period. The funding source for this contract renewal is under Aggregate/Rock Materials, 01.0200.0210.003556.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1704-154 signed renewal 2 with Vulcan Construction Materials

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	06/05/2019 03:02 PM
County Judge Exec Asst.	Andrea Schiele	06/05/2019 03:56 PM
Form Started By: Dianne West		Started On: 06/03/2019 01:43 PM
Final Approval Date: 06/05/2019		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	**Department:**	Road & Bridge
Vendor Name:	Vulcan Construction Materials		
Vendor Address:	P.O. Box 791550, San Antonio, Texas 78279		
Purpose/Intended Use of Product or Service (summary):			
Aggregate – Primary award for item 4, TxDot Item 302, Type E, Grade 5			
P.O./Contract Number:	1704-154	**Effective Date:**	05/09/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	05/08/2020
Requested By:	Terron Evertson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract, with the exception of price increase from $47.14/ton to $48.89/ton due to increase in Asphalt commodity, production and transportation costs, and is subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one year renewal option periods:**

Renewal Option Period 2	May 09, 2019 – May 08, 2020
Renewal Option Period 1	May 09, 2018 – May 08, 2019
Initial Contract Period	May 09, 2017 – May 08, 2018

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

Vendor Vulcan Construction Materials LLC

Name Oscar Benavides

Title Sales Mgr.

Signature _____

Date 5-23-19

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

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

Vulcan
Materials Company

May 13, 2019

Dianne West, Contract Specialist
Williamson County Purchasing Dept.
100 Wilco Way, Ste. P101
Georgetown, TX 78626

RE: Renewal of Williamson County Contract 1704-154 Type E, Grade 5

Dear Dianne:

Due to an increase in production costs and transportation costs, we would like to extend the bid for Type E, Grade 5 on Contract 1704-154 with an increase of $1.75/ton. This would make our price go from $47.14/ton to $48.89/ton.

Thank you for your consideration.

Oscar Benavides, Area Sales Manager

ASPHALT PRICES

US	Posted Prices Asphalt Cement US$/ST			Selling Prices Asphalt Cement US$/ST			Selling Prices Roofing Flux US$/ST		
East Coast/Northeast									
CT/MA/ME/NH/RI/VT	500	—	575	490	—	560	445	—	455
Inland NY/Cent. PA	500	—	545	470	—	500	445	—	455
NYC/NJ	440	—	520	435	—	485	445	—	455
E. PA/MD	440	—	500	430	—	460	445	—	455
VA/NC/SC	450	—	520	435	—	490	435	—	460
GA/FL	450	—	515	435	—	505	440	—	470
N.E. Barge FOB				415	—	430			
New England Barge				445	—	465			
N.E. Barge CIF				435	—	450	360	—	395
S.E. Barge CIF				435	—	450	360	—	395
MidContinent/Midwest									
ND/SD/NE	480	—	525	450	—	490	420	—	450
KS/OK/N. TX	475	—	500	450	—	505	380	—	475
MN/WI	460	—	525	460	—	520	420	—	450
MO/IL/IA	480	—	525	465	—	505	400	—	450
IN/OH/MI	480	—	525	470	—	500	400	—	460
Area Barge				350	—	370+	385	—	445
Area Rail				350	—	365			
Gulf Coast/Mid-South									
S. TX/S. LA	450	—	510	445	—	495	425	—	450
AL/MS/N. LA	475	—	505	460	—	505	420	—	475
TN/KY/AR	480	—	550	460	—	535	410	—	450
Area Barge				+420	—	435+	395	—	410
Rocky Mountain									
WY/MT				405	—	450			
CO/NM	450	—	525	425	—	515			
AZ/UT	450	—	500	440	—	510			
Wholesale - Rail FOB				320	—	335			
West Coast/Northwest									
WA/OR	425	—	525	425	—	515	450	—	475
N. CA	550	—	600	450	—	480			
S. CA	475	—	520	450	—	480	450	—	460
CANADA	**C$/MT**			**C$/MT**					
British Columbia	720	—	730	600	—	655			
Alberta	705	—	755	650	—	700			
Sask./Manitoba	730	—	765	620	—	700			
Toronto, Ontario	810	—	830	770	—	790			
Montreal, Quebec	935	—	940	850	—	885			

"+" Denotes price increase from last issue's price. "–" Denotes price decrease from last issue's price.
FOB prices are for domestic barrels, CIF prices are for both domestic and imported barrels. "NA" is not available or ceased posting.

ASPHALT PRICES

US	Posted Prices Asphalt Cement US$/ST	Selling Prices Asphalt Cement US$/ST	Selling Prices Roofing Flux US$/ST
East Coast/Northeast			
CT/MA/ME/NH/RI/VT	+440 — 500	+430 — 500+	395 — 410
Inland NY/Cent. PA	+420 — 460	+420 — 455+	395 — 410
NYC/NJ	410 — 460	* 400 — 430+	395 — 410
E. PA/MD	400 — 500	400 — 430+	395 — 410
VA/NC/SC	410 — 465	410 — 445+	395 — 410
GA/FL	+410 — 445	+400 — 455+	405 — 425
N.E. Barge FOB		+395 — 410+	
New England Barge		+425 — 445+	
N.E. Barge CIF		+415 — 435+	390 — 405
S.E. Barge CIF		+415 — 435+	390 — 405
MidContinent/Midwest			
ND/SD/NE	375 — 410+	+365 — 410+	350 — 400
KS/OK/N. TX	375 — 440	375 — 440	375 — 400
MN/WI	350 — 420	+340 — 410	350 — 400
MO/IL/IA	400 — 440	+350 — 440	390 — 450
IN/OH/MI	400 — 420	390 — 415	395 — 450
Area Barge		325 — 345	375 — 425
Area Rail		325 — 345	
Gulf Coast/Mid-South			
S. TX/S. LA	375 — 405	360 — 405	365 — 400
AL/MS/N. LA	395 — 420	395 — 415	350 — 425
TN/KY/AR	395 — 450	395 — 440	340 — 400
Area Barge		345 — 365	340 — 365
Rocky Mountain			
WY/MT		+350 — 370	
CO/NM	340 — 385	345 — 385	
AZ/UT	325 — 400	340 — 390	
Wholesale – Rail FOB		280 — 295	
West Coast/Northwest			
WA/OR	+400 — 500	+385 — 425	400 — 475
N. CA	450 — 480	+405 — 435	
S. CA	440 — 475	400 — 435	420 — 450
CANADA	**C$/MT**	**C$/MT**	
British Columbia	680 — 690	535 — 585	
Alberta	680 — 730	475 — 550	
Saskatchewan/Manitob	680 — 715	480 — 600	
Toronto, Ontario	650 — 675	625 — 650	
Montreal, Quebec	700 — 770+	635 — 650	

***Note: For week 19, the "Asphalt Cement Selling Price" in "NYC/NJ" should have read "400 - 425".**

"+" Denotes price increase from last issue's price. "–" Denotes price decrease from last issue's price.
FOB prices are for domestic barrels, CIF prices are for both domestic and imported barrels. "NA" is not available or ceased posting.

Commissioners Court - Regular Session **40.**

Meeting Date: 06/11/2019

CR 176 at RM 2243 - Utility Agreement with Charter Communication

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Utility Agreement with Charter for utility relocation on the CR 176 at RM 2243 Project, a Road Bond project in Commissioner Pct. 3.
Project: P241 Funding Source: Road Bond

Background

Charter has existing facilities in conflict with the CR 176 at RM 2243 Project. The Utility Agreement for the relocations is for a total amount of $6,309.41. Charter is 100% eligible for reimbursement. The total anticipated reimbursement to Charter by the County is $6,309.41 (100% of $6,309.41).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 176 at RM 2243 - Utility Agreement with Charter Communication

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 08:32 AM
HNTB (Originator)	Dawn Haggard	06/06/2019 09:43 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 10:13 AM
HNTB (Originator)	Dawn Haggard	06/06/2019 10:46 AM
County Judge Exec Asst.	Andrea Schiele	06/06/2019 10:48 AM
Form Started By: Dawn Haggard		Started On: 06/05/2019 12:25 PM
Final Approval Date: 06/06/2019		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 17th day of May, 2019, by and between Charter Communications (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain overhead fiber cable reattached to PEC's poles (herein called Facilities).

WHEREAS, County desires to construct proposed CR 176 at RM 2243 Intersection at Safety Improvement. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

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

- Charter's relocation consist of: Installation of new fiber and attached to PEC's new pole locations, place guy wires, anchors and facilities equipment attached to the new poles.
- County will reimburse Utility for Engineering Services, Relocation, Inspection Services, Construction Costs and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

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

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

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

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

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

   Estimated 3 Poles and removal of existing fiber along with apparatus defined as Work = $6,309.41

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the

Work.

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

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

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

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

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

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

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

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")

5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

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

UTILITY

Utility: Charter Communications
Name of Utility

By: _____
Authorized Signature

GORDON HARP
Print or Type Name

Title: AVP, FIELD OPERATIONS

Date: May 17 2019

WILLIAMSON COUNTY

By: _____
Authorized Signature

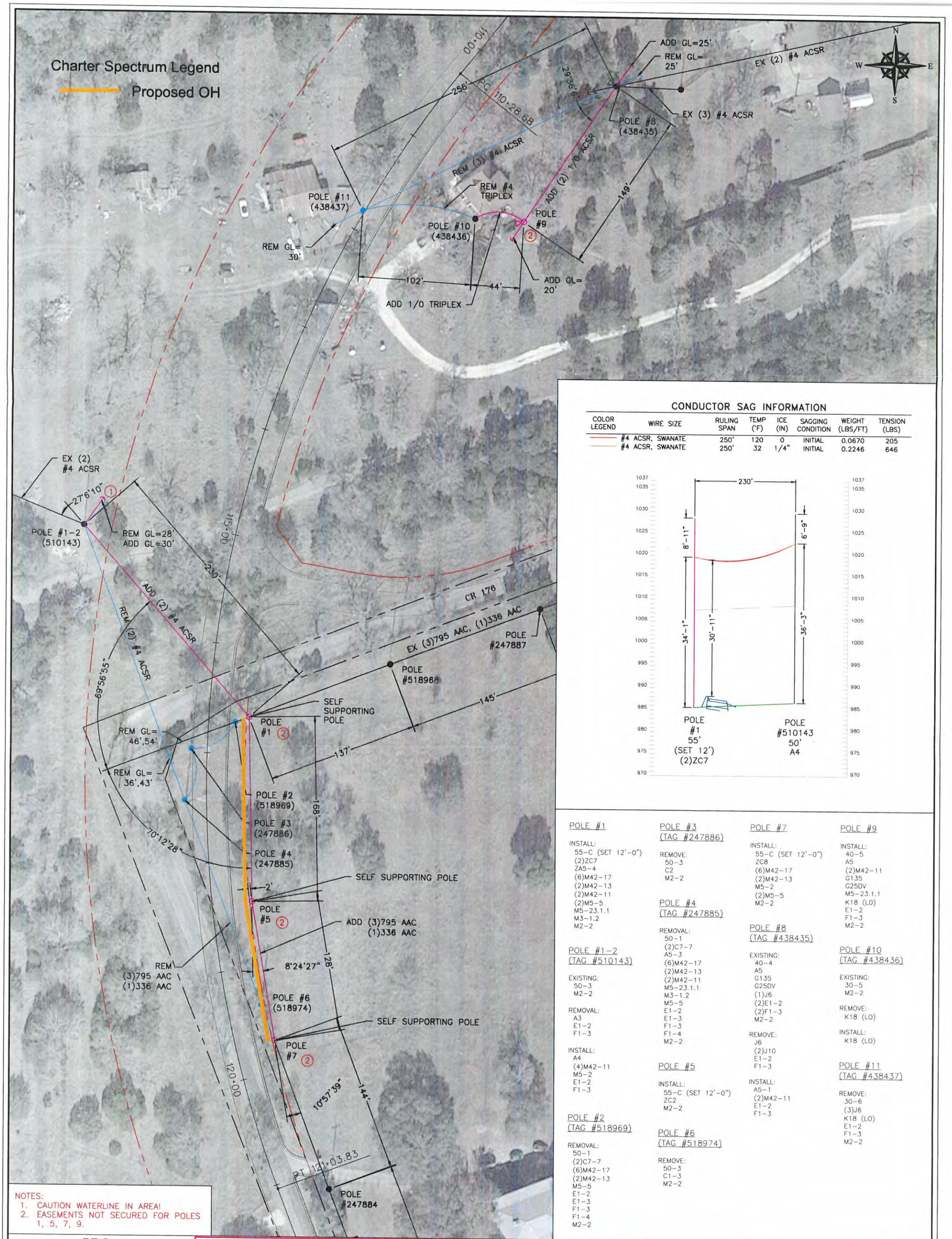
Judge Bill Gravell Jr.
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs



CONDUCTOR SAG INFORMATION

COLOR LEGEND	WIRE SIZE	RULING SPAN	TEMP (°F)	ICE (IN)	SAGGING CONDITION	WEIGHT (LBS/FT)	TENSION (LBS)
	#4 ACSR, SWANATE	250'	120	0	INITIAL	0.0670	205
	#4 ACSR, SWANATE	250'	32	1/4"	INITIAL	0.2246	646

POLE #1

INSTALL:
55-C (SET 12'-0")
(2)ZC7
ZA5-4
(6)M42-17
(2)M42-13
(2)M42-11
(2)M5-5
M5-23.1.1
M3-1.2
M2-2

POLE #1-2 (TAG #510143)

EXISTING:
50-3
M2-2

REMOVAL:
A3
E1-2
F1-3

INSTALL:
A4
(4)M42-11
M5-2
E1-2
F1-3

POLE #2 (TAG #518969)

REMOVAL:
50-1
(2)C7-7
(6)M42-17
(2)M42-13
M5-5
E1-2
E1-3
F1-3
F1-4
M2-2

POLE #3 (TAG #247886)

REMOVE:
50-3
C2
M2-2

POLE #4 (TAG #247885)

REMOVAL:
50-1
(2)C7-7
A5-3
(6)M42-17
(2)M42-13
(2)M42-11
M5-23.1.1
M3-1.2
M5-5
E1-2
E1-3
F1-3
F1-4
M2-2

POLE #5

INSTALL:
55-C (SET 12'-0")
ZC2
M2-2

POLE #6 (TAG #518974)

REMOVE:
50-3
C1-3
M2-2

POLE #7

INSTALL:
55-C (SET 12'-0")
ZC8
(6)M42-17
(2)M42-13
M5-2
(2)M5-5
M2-2

POLE #8 (TAG #438435)

EXISTING:
40-4
A5
G135
G25DV
(1)J6
(2)E1-2
(2)F1-3
M2-2

REMOVE:
J6
(2)J10
E1-2
F1-3

INSTALL:
A5-1
(2)M42-11
E1-2
F1-3

POLE #9

INSTALL:
40-5
A5
(2)M42-11
G135
G25DV
M5-23.1.1
K18 (LO)
E1-2
F1-3
M2-2

POLE #10 (TAG #438436)

EXISTING:
30-5
M2-2

REMOVE:
K18 (LO)

INSTALL:
K18 (LO)

POLE #11 (TAG #438437)

REMOVE:
30-6
(3)J6
K18 (LO)
E1-2
F1-3
M2-2

NOTES:
1. CAUTION WATERLINE IN AREA!
2. EASEMENTS NOT SECURED FOR POLES 1, 5, 7, 9.

PEC

LEGEND

MAGENTA	PROPOSED FACILITIES
BLACK	EXISTING FACILITIES
CYAN	REMOVAL FACILITIES
	EXISTING ROW
	PROPOSED ROW

SYMBOLS

EXISTING	POLE
NEW	POLE
REMOVAL	POLE
STREET LIGHT	
OVERHEAD TRANSFORMER	

Ltr.	Date	Revision	By	Chkd.	Appd.
A	08/04	ADDED NOTES	RBK	RBK	GJL

DRAWN: RBK
CHECKED: GJL
APPROVED: GJL

CR 176 AND RM 2243

PLAN & PROFILE

90% Design

DATE: 08/04/2017
SCALE: 1"=80'-0"
DWG. NO. 17PECL3004-1

Job Cost Estimates

Job Cost Estimate Total Cost : $6,309.41

Material

Code	SubCat	Quantity	Rate	Cost	New OR F7
Totals				$3,181.41	
609566-000 - WIRE, GROUND #6 BARE COPPER,315' / COIL	AC	315	0.35834	$112.88	X
303570-000 - CABLE .875 JACKETED AERIAL ALT,RODENT DETER JACKET 3GI	AC	2500	0.88665	$2,216.62	X
474728-PPC - CONNECTOR, SPLICE BLOCK 2.5",	AC	4	9.28387	$37.14	X
452467-PPC - CONNECTOR, 875 SPLICE (3-PC.),OBS FOR LEGACY CTR 45246	AC	4	20.67183	$82.69	X
3T1017084-TWC - STRAND 1/4IN DOMESTIC 2500FT,REEL	AC	2500	0.25	$625.00	X
507782-000 - CLAMP, LASHING WIRE (D),	AC	50	0.27071	$13.54	X
5T1011134-TWC - WIRE LASHING .038.302 (1600FT),	AC	1	16.5795	$16.58	X
422946-PPC - CONN 875PIN P3 2PC,	AC	8	9.61922	$76.95	X

Labor

Job Code	SubCat	Type	Supplier	Quantity	Rate	Cost	New OR F8
Totals						$3,128.00	
AS18 - Pole Make Ready	AC	C		4	52	$208.00	X
MC11 - Mobilization Fee, per trip	AC	C		2	250	$500.00	X
MC13 - Composite Aerial or Underground Splicing with Activation	AC	C		800	0.45	$360.00	X
MC05 - Perform Engineering Survey for ROW or Utility Easement Permit and/or for I	AC	C		800	0.95	$760.00	X
AS20 - Wreck Out All Strand And Cable	AC	C		1000	0.22	$220.00	X
AS03 - Lash to New Strand Coax	AC	C		800	0.57	$456.00	X
AS02 - Place New Strand	AC	C		800	0.78	$624.00	X

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: **July 15, 2019**

Estimated Completion Date: **August 30, 2019**

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 100% eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

Re-Sub Lot 43
Whitetail Subdivision
SEE CABINET K, SLIDE 236

WHITETAIL

Vacation Lot 40, Whitetail
Cabinet C, Slides 117-22
Volume 2576, Page 572,
Official Records, WCT
Re-sub Cabinet L, Sl. 122/3

FILED FOR RECORD
at 1:15 o'clock P M.
SEP 8 1995
DICK CERVENKA
County Clerk, Williamson Co., Tex.
By Deputy

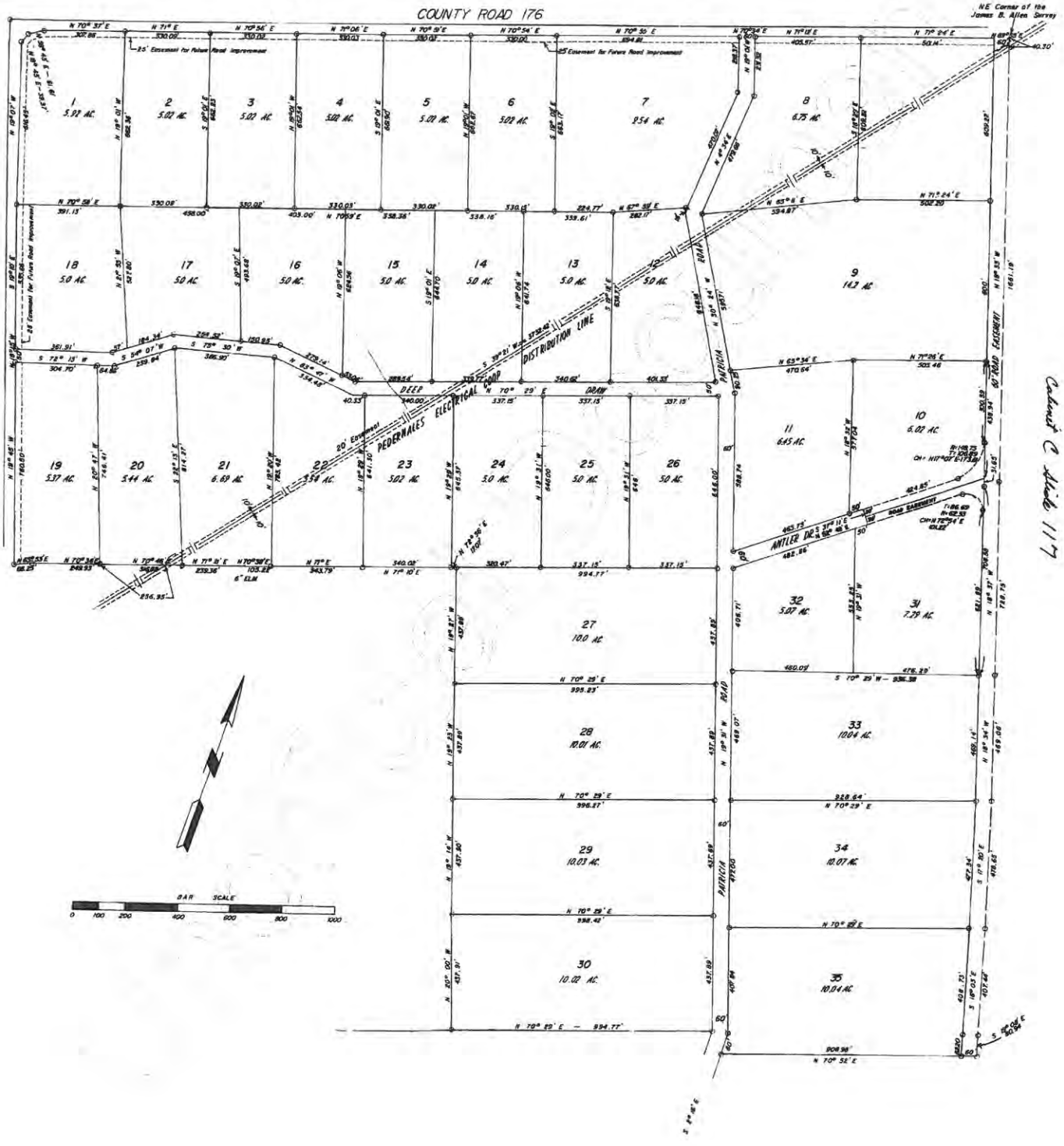
6574

See Resub of Lot 2, Cab. F, Slide 374
Resub of Lots 9, 10 & 11, Cab. H, Slide 304
Resub of Lot 26, Cab. G, Slide 200
Resub of Lot 38, Cab. F, Slide 247
Resub of Lots 48 & 49, Cab.G, Slide 346
Resub of Lot 52, Cab. F, Slide 378
Resub of Lot 53, Cab. H, Slide 204
Resub of Lot 61, Cab. J, Slide 87
Resub of Lot 63 & 64, Cab. H, Slide 172

592.23 Acres in Williamson County, Texas

- Variance granted for Lots 4 & 5 11/1/94, COMMISSIONERS COURT MINUTES, VOL. 59, PG. 257
- Resubdivision part Lot 41 Cabinet L, Slides 147 & 148 diled 8-24-94

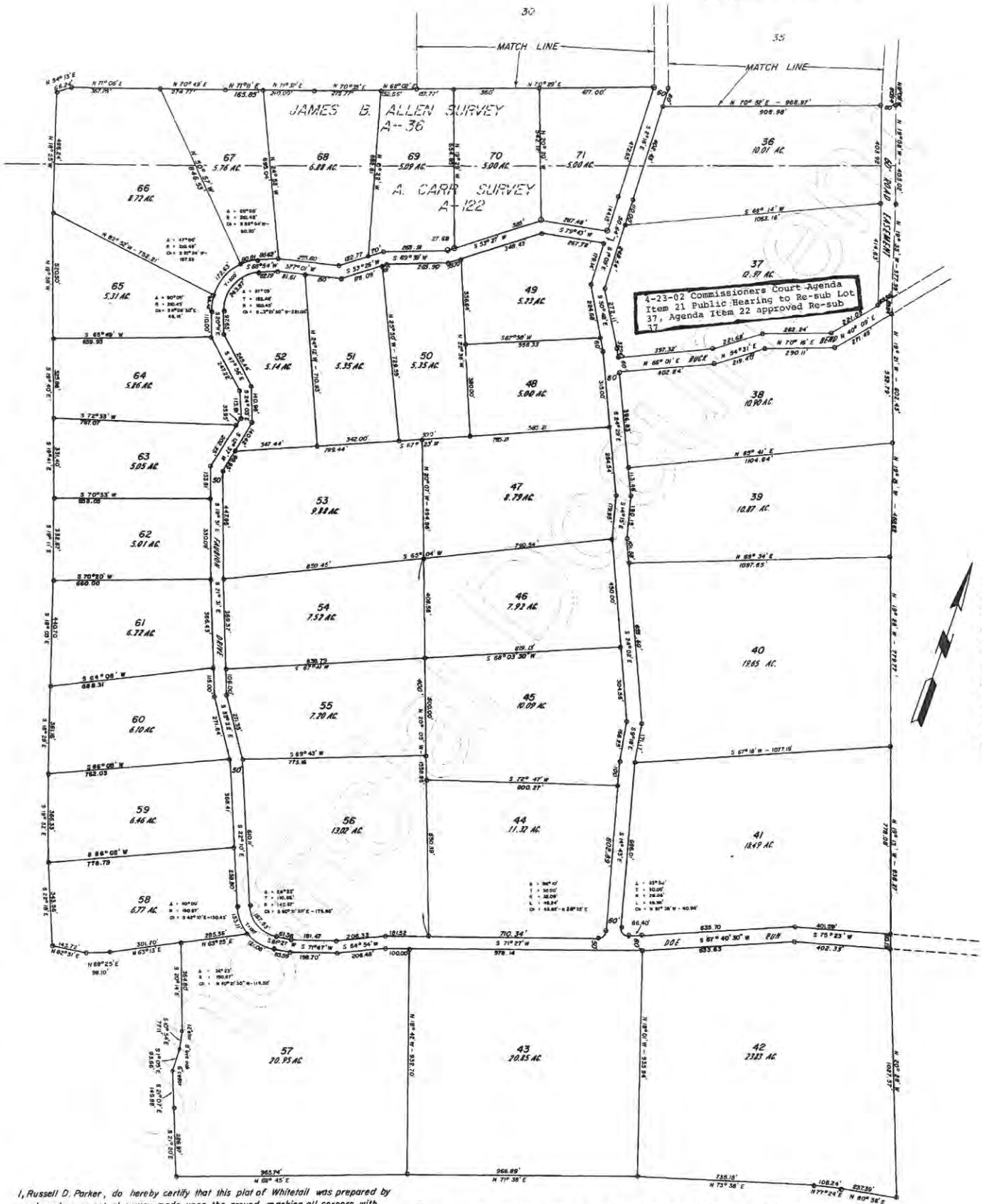
- Vacation Lot 40 7/26/94, COMISSIONERS COURT MINUTES Vol. 66, Pg. 808



Cabinet C Slide 117

WHITETAIL

Vacation of Lot 37, 9/27/94
Comm. Court minutes, Vol. 68, Pg. 319



I, Russell D. Parker, do hereby certify that this plat of Whitetail was prepared by me based on an actual survey made upon the ground, marking all corners with iron stakes, and that to the best of my knowledge and belief, said plat is true and correct 21st day of Aug., 1975.

Russell D. Parker
RUSSELL D. PARKER
Registered Public Surveyor No. 1661

NOTE: All dwellings must be connected to a sanitary sewer system or septic tank meeting the specifications of the State Health Department.
Total length of all roads — 18,950 feet.

Cabinet C Slide 119

FILED FOR RECORD
at 10:50 o'clock A M.
SEP 8 1975
DICK CERVENKA
Clerk County Court, Williamson Co., Tex.
By Barbara Cox Deputy

6574

EXHIBIT "A"

PERIMETER DESCRIPTION
OF
WHITETAIL SUBDIVISION

BEING 592.23 acres in the James B. Allen Survey, Abstract No. 36, and the Anastasha Carr Survey, Abstract No. 122, in Williamson County, Texas, and being out of and a part of 598.60 acres described in a deed from Tom E. Nelson, Jr., Trustee, to Rebuplic Builders, Inc., deed dated July 8, 1975, and recorded in Volume 612, Page 481, of the Deed Records of Williamson County, Texas

BEGINNING at an iron stake marking the Northeast corner of Tract No. 8 hereof, said point being on the South margin of County Road No. 176 and being on the North boundary line of the above referred to 598.60 acres, said beginning point also being the Northwest corner of a 7.02 acre tract previously conveyed by Tom E. Nelson, Jr., Trustee; the Northeast corner of the said 598.60 acre tract and the Northeast corner of the James B. Allen Survey bears N 71°24'E, 501.14 feet and N 69°55'E, 60.00 feet from this point;

THENCE S 18°29'E, 609.02 feet to the Southwest corner of the said 7.02 acre tract referred to above;

THENCE N 71°24'E, 502.20 feet along the South boundary line of the said 7.02 acre tract to an iron stake marking the Southeast corner thereof and being the Northeast corner of Tract No. 9 of this subdivision;

THENCE with the East boundary line hereof as follows:
S 18° 35' E, 1070.59 feet;
S 18° 37' E, 708.58 feet;
S 18° 34' E, 469.14 feet;
S 17° 20' E, 477.34 feet;
S 16° 02' E, 408.73 feet;
S 19° 06' E, 486.12 feet and
S 19° 33' E, 414.63 feet to the Southeast corner of Tract No. 37 hereof, said point also being on the North margin of a 50 foot wide street in this subdivision known as Buck Bend;

THENCE N 40°09'E, 69.58 feet along the North margin of Buck Bend to an iron stake in the fence along the East boundary line of the above referred to 598.60 acre tract;

THENCE continuing with the East boundary line hereof and the East boundary line of the said 598.60 acre tract as follows:
S 19° 21' E, 602.43 feet;
S 19° 15' E, 468.62 feet;
S 19° 28' E, 779.77 feet;
S 19° 13' E, 838.27 feet and
S 20° 20' E, 1027.57 feet to an iron stake set by a fence corner post marking the Southwest corner hereof and the Southeast corner of the above referred to 598.60 atre tract of land, said point also being the Northwest corner of a tract of land formerly owned by James G. Walsh;

THENCE with the fence along the South boundary line of the 598.60 acre tract of land and the South boundary line hereof as follows:
S 80° 36' W, 237.39 feet;
S 77° 24' W, 108.24 feet;
S 73° 38' W, 735.15 feet;
S 71° 38' W, 966.29 feet and
S 69° 45' W, 965.74 feet to an iron stake by a fence corner post marking the most southerly Southwest corner of the above referred to 598.60 acre tract of land, said point also being the Northwest corner of the Perry O. Mayfield tract;

THENCE with the fence along the West boundary line of the said 598.60 acre tract of land as follows:
N 21° 20' W, 286.97 feet;
N 21° 07' W, 149.88 feet to a six (6) inch cedar tree;
N 01° 05' W, 93.66 feet to an eight (8) inch liveoak tree;
N 10° 58' W, 77.11 feet to a twelve (12) inch elm tree and
N 20° 14' W, 364.80 feet to an iron stake by a fence corner post marking an ell corner in the West boundary line of the above referred to 598.60 acre tract of land;

THENCE with the fence S 63°13'W, 301.70 feet, S 69°25'W, 98.10 feet and S 82°01'W, 143.72 feet to an iron stake by a fence corner post marking the upper Southwest corner of the 598.60 acre tract;

THENCE continuing with the fence along the West boundary line of the said 598.60 acre tract as follows:
N 22° 10' W, 345.56 feet;
N 19° 32' W, 366.33 feet;
N 18° 28' W, 361.16 feet;
N 16° 03' W, 440.70 feet;
N 19° 11' W, 332.67 feet;
N 19° 41' W, 331.40 feet;
N 19° 40' W, 325.86 feet;
N 19° 58' W, 520.50 feet and
N 18° 25' W, 496.24 feet to an iron stake marking an outside corner in the West boundary line of the said 598.60 acre tract;

THENCE continuing with the fence as follows:
N 54° 13' E, 66.24 feet;
N 71° 06' E, 367.25 feet;
N 70° 49' E, 274.77 feet;
N 71° 11' E, 165.85 feet;
N 71° 32' E, 210.00 feet;
N 70° 35' E, 275.77 feet and
N 68° 02' E, 152.66 feet to an iron stake by a fence corner post marking an ell corner in the West boundary line of the said 598.60 acre tract of land;

THENCE continuing with the fence along the said West boundary line as follows:
N 20° 00' W, 437.91 feet;
N 19° 16' W, 437.90 feet;
N 19° 23' W, 437.89 feet and
N 19° 27' W, 437.80 feet to an iron stake by a fence corner post marking another ell corner in the West boundary line of the said 598.60 acre tract of land, said point also being the Northeast corner of the W. D. Casey tract;

THENCE with the fence as follows:
S 72° 36' W, 17.07 feet;
S 71° 10' W, 340.02 feet;
S 71° 00' W, 343.79 feet;
S 70° 38' W, 105.22 feet;
S 71° 21' W, 239.36 feet;
S 70° 45' W, 316.22 feet;
S 70° 36' W, 249.93 feet and
S 65° 53' W, 68.25 feet to an iron stake found by a fence corner post marking an outside corner in the West boundary line of the said 598.60 acre tract of land, said point also being on the East margin of County Road No. 176;

THENCE continuing with the West boundary line and along the East margin of the said County Road No. 176 as follows:
N 19° 45' W, 760.50 feet;
N 18° 15' W, 50.00 feet;
N 19° 10' W, 535.66 feet and
N 19° 07' W, 616.46 feet to a point where the said County Road No. 176 begins a curve to the right;

THENCE N 18° 45' E, 39.37 feet and N 56° 43' E, 61.61 feet to a point on the South margin of the said County Road No. 176 which runs in an easterly direction;

THENCE with the fence along the South margin of the said County Road No. 176 and the North boundary line of the said 598.60 acre tract as follows:
N 70° 37' E, 307.86 feet;
N 71° 00' E, 330.09 feet;
N 70° 56' E, 330.02 feet;
N 71° 05' E, 330.03 feet;
N 70° 51' E, 330.02 feet;
N 70° 54' E, 330.00 feet;
N 70° 55' E, 694.31 feet;
N 70° 54' E, 60.00 feet and
N 71° 12' E, 405.57 feet to the PLACE OF BEGINNING.

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

I, RUSSELL D. PARKER, do hereby certify that I did survey on the ground the above described tract of land and that to the best of my knowledge and belief, said description is true and correct.

WITNESS MY HAND AND SEAL on this the 29th day of August, 1975.

Russell D Parker
RUSSELL D. PARKER
REGISTERED PUBLIC SURVEYOR NO. 1661.

STATE OF TEXAS
RUSSELL D. PARKER
1661
REGISTERED PUBLIC SURVEYOR

Cabinet C Slide 120

EXHIBIT B

WHITETAIL

RESTRICTIONS

A. The property hereby conveyed shall be used for residential purposes only and no part of same shall ever be used for any business or commercial purpose or for carrying on a trade or profession. No residence trailers or mobile homes shall be allowed. No old houses shall be moved in without the prior written consent of the Architecture Control Committee. Used lumber may be used for construction only after the prior consent of the Architecture Control Committee is obtained.

B. The property shall not be divided or resubdivided or cut into smaller parcels or tracts unless such resubdivision shall be expressly approved in writing by the Architecture Control Committee hereinafter named. Under no circumstances shall any resubdivision ever be approved unless all tracts resulting from such resubdivision contain at least an area two (2) acres in size and have adequate access. Only one single family dwelling shall be erected on the property unless a resubdivision of same is approved, in which event, only one single family dwelling shall be erected on any one tract. If any resubdivision of the property is permitted by the Architecture Control Committee, the creation of adequate utility easements will likewise be a prerequisite to the approval of any such resubdivision.

C. No building shall be nearer than 50' to the road upon which property abuts and no nearer than 20' to any of the other property lines. Fences placed forward of the front of any residence shall require the approval of the Architecture Control Committee.

D. Permanent residences constructed on the subject property shall have a living area of no less than one thousand five hundred square feet (1,500 square feet) exclusive of garages, carports, and porches. Separate garage buildings, servants' quarters of one story or a one-story guest house must be of all new material and must be of equal construction and design as the main residence. Any variation from this restriction must have prior written approval of the Architecture Control Committee.

E. Temporary or prefabricated residences may be permitted on tracts designated as "Investment Tracts" provided the prior written approval of the Architecture Control Committee is obtained. The Architecture Control Committee shall have full jurisdiction over rules and regulations governing temporary residences, and their written approval of any such structure will be mandatory. Written approval of the Architecture Control Committee will be required before any recreational vehicle or camper is stored or parked on the property. "Investment Tracts" shall be defined for the purposes of this covenant as tracts containing seven (7) or more net acres.

F. Any lodge or residence constructed on the property shall have a three piece bathroom minimum and may have a lavatory, commode, and shower stall with septic tank and drain field acceptable to Seller; the kitchen shall have a minimum of one kitchen sink and all plumbing is to be installed in keeping with good plumbing practices. No outside toilets shall be permitted.

G. In the event of the installation of septic-tank soil-absorption sewage-disposal system same shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of the Williamson County Health Department. Written certification by inspecting agency that said installation is within said recommendations shall be presented to Seller by Buyer prior to occupancy of premises.

H. Outside wall area of permanent residences shall have a minimum of fifty per cent (50%) masonry construction consisting of brick, ledge-stone, fieldstone, or native type of stone veneer.

I. No hogs will be allowed and it is agreed by Buyer herein he will keep said tract in a clean and orderly manner at all times. If this is not done and a complaint is filed against Owner by a majority of tract owners owning land within 500 feet of this tract, Seller shall have the right to clean said tract and add such cost to the remaining balance on this contract and to charge ten per cent (10%) per annum interest thereon.

J. The keeping of animals, livestock or poultry other than those that can be classified as household pets shall be governed by the Architecture Control Committee. With prior written approval of the Architecture Control Committee a limited number of livestock, excluding hogs, may be kept for personal pleasure or hobby, the variety and number of which shall be at the sole and exclusive direction of the Architecture Control Committee. As a guideline, not more than one animal unit per two acres will be authorized by the Architecture Control Committee.

Buildings, fences, equipment and housing to be used by such animals must be approved by the Architecture Control Committee. Said premises where said animals are located must be kept clean, odorless, sanitary, insect free and otherwise in a good sightly condition. If the premises whereupon animals are located are not so maintained and a complaint is filed concerning said condition by a majority of the tract owners owning land within 500 feet of the tract in question, the Architecture Control Committee shall have the right to cause such work to be performed and the cost of such work shall be charged against the owner of the tract in question plus 10% interest and said sum may be added to the sales contract and to prevent such conditions said committee may, if it seems advisable, after ten (10) days notice in writing to the owner of said tract by certified mail return receipt requested, shall be held harmless by owner from any and all liability incident to such conduct.

K. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Seller in its best and sole judgment deems such storage to be in the best interest of the property.

L. No firearms shall be discharged, except shotguns may be used for bird shooting and skeet or trap shooting on tracts designated as "Investment Tracts." Other explosives will not be discharged on the premises.

M. No building shall be erected, placed or altered on any lot until the construction plan specifications and a plan showing the location of the structure have been approved by the Architecture Control Committee as to the quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. At the same time of the delivery of the plans and specifications, owner shall also deliver a plat plan of said tract showing the exact location of the improvements to be constructed reflecting set back and other information that may be desired by the committee.

N. Seller hereby appoints an Architecture Control Committee of Patricia Crum Morris, N. G. Whitlow, Russell D. Parker, Bruce Luckie, and Tom E. Nelson, Jr. A majority of this committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Said committee shall be empowered to consider requests for variances from the restrictions contained herein and to grant same if found by the committee to be desirable from the standpoint of balancing the needs of the applicant with the needs of all owners within the subdivision to avoid substantial disruption of the overall plan or scheme of development of said land. Said committee is hereby empowered to relocate easements anywhere within said subdivision provided that in the case of utility easement, utility companies have not already installed utilities.

O. These restrictions are to run with the land until January, 2000, and extend automatically for additional periods of 10 years each unless the record owners of a majority of the tracts in Whitetail through a duly recorded written instrument or instruments amend or cancel the same.

P. All covenants and restrictions shall be binding upon the Purchaser, his successors, heirs or assigns, and said covenants and restrictions are for the benefit of all tract owners.

Q. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no wise affect any of the other provisions which shall remain in full force and effect. Such restrictions may be changed only by vote of the owners of the tracts in said subdivision, with each tract carrying one vote, not counting fractional tracts.

Cabinet C Slide 121

WHITETAIL

THE STATE OF TEXAS |
COUNTY OF WILLIAMSON |

RESOLUTION

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

Republic Builders, Inc., a Texas Corporation, owner of that certain tract of land designated "WHITETAIL" is hereby authorized to file for record in the office of the County Clerk of Williamson County, Texas, the map or plat of said tract and the County Clerk of Williamson County, Texas, is hereby authorized to accept for filing and to record said map or plat of said tract.

In approving this plat, the Commissioners' Court of Williamson County, Texas, assumes no responsibility for building, grading or maintaining roads or streets, nor does it assume any responsibility for the building of bridges or culverts within said subdivision until 80% occupancy of the lots along the roadways and streets in the subdivision has been paved by the subdividers to meet the specifications set out herein for paving and grading, and all driveway drain pipes have been installed on written permission from the County Commissioners and have a minimum drain of 18 inches or equal and a minimum length of 22 feet. Larger and longer drain pipes may be required at the sole discretion of the Commissioners.

ADOPTED AND APPROVED this 8th day of September, 1975.

C. L. CHANCE, COUNTY JUDGE

ATTEST:

I, C. L. Chance, County Judge of Williamson County, Texas, do hereby certify that the above and foregoing resolution is a true and correct exemplification of the original resolution passed and adopted by the Commissioners' Court of Williamson County, Texas, at the regular meeting held at Georgetown, Texas, on the 8th day of September, 1975, A.D., at which time a quorum was present.

C. L. CHANCE, COUNTY JUDGE

THE STATE OF TEXAS |
COUNTY OF WILLIAMSON |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. L. Chance, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity of County Judge and Chairman of the Commissioners' Court and that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of September, 1975.

Ben W. Kurio
NOTARY PUBLIC IN AND FOR
WILLIAMSON COUNTY, TEXAS

Filed for record September 8, 1975, at 10:50 A.M.
Recorded September 8, 1975, at 3:00 o'clock P.M.

DICK CERVENKA, County Clerk
Williamson County, Texas

By Gertrude Baker
Deputy

Cabinet C Slide 12-2

THE STATE OF TEXAS |
COUNTY OF WILLIAMSON |

KNOW ALL MEN BY THESE PRESENTS:

DEDICATION OF WHITETAIL

That Republic Builders, Inc., a Texas Corporation, owner of a certain tract and parcel of land located in Williamson County, Texas, and which land is fully described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes, does hereby subdivide said land in accordance with the attached and annexed plat and does hereby adopt said plat and subdivision to be known as "WHITETAIL" and does hereby dedicate to the public for public use all streets and easements shown on said plat in connection with this subdivision and does hereby impose the restrictions set forth on Exhibit B attached hereto and made a part hereof for all purposes.

There is hereby reserved and excepted a ten foot (10') easement on each side of each property line as same now appears on said plat and as same may be hereinafter created by sales of less than full tracts, if any such sales occur, for all utilities, including but not limited to gas, water, sewage, telephone, electrical and all other utilities and there is reserved hereby the right to place, install and locate all such utilities together with the right to operate, maintain, repair, replace and remove all utility lines, pipes, guys, anchors and all other appurtenances for gas, sewage, water, electrical, telephone and all other utilities of whatsoever character.

Subdivider would respectfully show that it has fully complied with Williamson County platting requirements as follows:

(1) A copy of this dedication with its restrictions has been duly acknowledged in the manner required for acknowledgments of deeds;

(2) Attached hereto are surveyor's perimeter field notes reflecting a beginning point to be the original corner of the original survey of which this plat is a part;

(3) Provision has been made for all dwellings placed on said subdivision to be connected to septic tanks or disposal facilities meeting the specifications and conditions of the State Health Department;

(4) This dedication and the plat were deposited with the County Clerk of Williamson County, Texas, not less than one week prior to the date of Commissioner's Court meeting.

REPUBLIC BUILDERS, INC.

BY: Patricia Crum Morris
PATRICIA CRUM MORRIS, PRESIDENT

ATTEST:

Tom E. Nelson, Jr., Secretary

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared PATRICIA CRUM MORRIS, PRESIDENT OF REPUBLIC BUILDERS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of August, 1975.

Carolyn H. Burnett
Notary Public in and for Travis County, Texas

2 PGS 2016001535
ESMT

AERIAL UTILITY EASEMENT

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

That Irma Diaz and _____ of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an Ariel Easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 23.74800 acres of land, more or less, out of the JT Church Survey,

Abstract No. _____, in _____ County, Texas, as described on instrument (Deed)

Recorded in Volume _____, Page _____, in the Official Property Records of

Williamson County, Texas.

Location of right-of-way and Aerial Easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, Ten (10) feet to each side of the centerline, spanning the distance of the grantors property.

Together with the right of ingress and egress over the easement area to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And (I) we do hereby bind (myself) ourselves, (my) our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS (my) our hand(s) this 3rd day of November, 2015.

Irma S. Diaz
(Signature)

Irma S. Diaz
(Print Name)

_____
(Signature)

_____
(Print Name)

(NOTARIZE ON BACK)

Unofficial Document

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared

Irma Piaz, **known to me to be the person whose name is subscribed to the Foregoing instrument and acknowledged to me that (s) he executed the same for the purposes And consideration therein expressed.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd **day of** November, **20** 15.

K JULIET BANGS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/01/18

K. Juliet Bangs

Notary Public in and for
The State of Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, **known to me to be the person whose name is subscribed to the Foregoing instrument and acknowledged to me that (s) he executed the same for the purposes and**

Consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ **day of**

_____, **20**___.

_____

Notary Public in and for
The State of Texas

(25)

PEDERNALES ELECTRIC CORP
ATTN: ENGINEERING
PO BOX 2048
LIBERTY HILL, TX 78642

Please Return to:

_____

Pedernales Electric Cooperative
P. O. Box 305
Junction, Texas 76849

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2016001535

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas
January 06, 2016 01:53 PM
FEE: $25.00 TKIRK

Unofficial Document

Attachment F

Copy of Utility Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR176atRM2243 – Charter Spectrum

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 176 at RM 2243

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

WHEREAS, Charter Communications, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 17th day of May, 2019, or on location sketches attached hereto except as provided below;

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

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

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

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

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

Owner: Charter Communications
Utility Name

By _____
Authorized Signature

Title: AVP, FIELD OPERATIONS

Date: May 17, 2019

Williamson County

By _____
Authorized Signature

Title: _____

Date: _____

Attachment I

Inclusion in Highway Construction Contract

"Not Applicable"

Received
May 29, 2019
HNTB Corporation
Round Rock

CobbFendley

LETTER OF TRANSMITTAL

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

Date: May 28, 2019
CobbFendley Job: 1703-011-03
Re: CR 176 at RM 2243 – Charter Spectrum

Charter Spectrum Utility Agreement Package

ATTENTION: Eddie Church 512-527-6723

WE ARE SENDING YOU THE FOLLOWING VIA: Courier

☐ Prints ☒ Originals ☐ Other

QUANTITY	
5	CR 176 at RM 2243 – Charter Spectrum Utility Agreement Package

PURPOSE OF TRANSMITTAL:

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

Mr. Church:
Please see the attached Charter Spectrum's Utility Agreement Package for the above project. We have reviewed and approved it in the amount of $6,309.41.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By:
Date & Time:

SIGNED

Michael Andrews, Utility Specialist

Commissioners Court - Regular Session **41.**

Meeting Date: 06/11/2019

Policies

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on policies as related to funding, compensation and budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 11:59 AM
Form Started By: Kathy Pierce		Started On: 06/06/2019 11:27 AM
Final Approval Date: 06/06/2019		

Commissioners Court - Regular Session **42.**

Meeting Date: 06/11/2019

Discussion of Policy Change Regarding Funding of New Positions

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a policy change from funding new positions at the bottom of the grade to funding new positions at the mid-grade range.

Background

New positions are currently funded at the bottom of the grade. We will begin a discussion about making a change to the policy wherein new positions will be funded at the mid-range of the grade instead of funding at the bottom of the grade.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Form Started By: Andrea Schiele Started On: 05/23/2019 11:20 AM

Final Approval Date: 05/23/2019

Commissioners Court - Regular Session **43.**

Meeting Date: 06/11/2019

Update on Conference of Urban Counties and Legislative Matters

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Update on Conference of Urban Counties and Legislative Matters.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CUC Policy Committee

Form Review

Form Started By: Andrea Schiele Started On: 06/06/2019 03:01 PM

Final Approval Date: 06/06/2019

Bills of Interest List

Passed

Revenue Caps

Lowers the "voter-approval" (rollback) tax rate to 3.5% for a vast majority of counties and cities with an automatic election to exceed the rate. Maintains an 8% cap for hospital districts, junior college districts, and smaller taxing units with a required election to go above the cap. Allows counties and cities that adopt rates below the voter-approval tax rate to "bank" the unused increment for a three year period. Exempts from the voter-approval tax rate calculation the amount paid to assigned counsel for indigent defense cases. Preserves additional transparency measures and reforms to the appraisal system. **SB 2, by Bettencourt**

Unpaid Taxes

Currently, if a taxpayer has an unpaid tax obligation at conclusion of tax appeal, penalties & interest apply to that balance beginning on original delinquency date. Bill gives taxpayer an opportunity to pay the balance by a new due date before those penalties & interest would apply. Concern is that the bill creates a loophole for deferral of tax payments by removing incentive to pay. **HB 861, by Anchia**

Contingency Contracts

Imposes a slew of requirements before a political subdivision may enter into a contingency fee contract for legal services, including getting approval of the contract from the AG. AG may decline to approve the agreement if the subject matter is something the state has already addressed or is pursuing, or if AG determines pursuit of the matter by the political subdivision will not promote the just and efficient resolution of the matter. **HB 2826, by Bonnen**

Liability for Defects

Applicable to tolling entities, absolves contractors from liability for defects in plans and specifications prepared by the governmental entity or a third party retained by the governmental entity. **HB 2899, by Leach**

Peace Officer Benefits

Adds peace officers to provisions previously applicable only to firefighters and emergency medical technicians which establish rebuttable presumptions that certain illnesses are the result of on-the-job exposure. Includes tuberculosis and stroke. **SB 1582, by Lucio**

Fines and Fees

When assessing fines and costs, would require a court to consider only the defendant's present ability to pay. Would permit defendants to avoid payment of obligations if payment poses an "undue hardship" without regard to whether the defendant is indigent. **SB 346, by Zaffirini**

Lobbying Expense Disclosure

Requires an "interested party" disclosure form to be filed with the Ethics Commission for any contract for services that would require a person to register as a lobbyist. Another provision requires a political subdivision that has ever had a contract with a state agency for consulting services to post information regarding lobbying contracts on the political subdivision's website and to include lobbying expenses as a line item in the political subdivision's budget. **SB 65, by Nelson**

Failed:

Peace Officer Employment

For any city or county that does not have a civil service system, prohibits discharging, suspending or firing a peace officer, detention officer, county jailer, or firefighter due to their inability to perform duties because of on-duty injury before the person is certified as having reached maximum medical improvement. Exception if a designated doctor certifies the employee is unable to return to work. Waives sovereign immunity for a lawsuit for damages and reinstatement under this provision. Caps the damages payable by an employer at $100,000. **HB 359, by Moody**

Political Subdivision Lobbying

Prevents any political subdivision from directly lobbying or joining a group that directly lobbies the legislature to influence the outcome of pending legislation. Allows a citizen to challenge an entity in court and recoup attorney fees if they win the challenge. **HB 281, by Middleton**

Local government cannot spend money to influence legislation unless requested by member of the legislature. Local governments cannot join any association unless it does not lobby and only if it is for the benefit of all local officials. **SB 29, by Hall**

Eminent Domain

Property acquired by eminent domain is subject to repurchase if the government cannot show "actual progress" on the public use of the land within 10 years of acquisition. The bill would make showings of "actual progress" more difficult. Instead of showing compliance with at least 2 of 7 factors, government would have to show compliance with at least 3 of 5 factors. The 2 repealed factors are arguably the easiest to meet. **HB 1253, by Leman** and **SB 554, by Schwertner**

Contingency Contracts

Prohibits public entities from entering into a contingency-fee contract with an attorney unless it is pre-approved by the Attorney General. Provides an exception for debt collection. **HB 2003, by Leach** and **SB 970, by Creighton**

Elections Omnibus Bill

Omnibus elections bill that will require the purchase of voting machines that produce a paper receipt. Requires in a county of 1m or more, for participation in the countywide polling place program, the polling locations be based on the requirements prior to converting to a countywide polling place. **SB 9, by Hughes**

Polling Places

Provides that moving a temporary branch polling place for a county with a population of 100k or more may only be moved once during a voting period and after half the voting period has concluded. **SB 966, by Bettencourt**

Fireworks

Removes all of the sales period restrictions and allows sales of fireworks at all time during the year. **HB 2748, by Perez**

Ballot Language

Requires all local debt proposition ballots to include aggregate amount of debt at the beginning of the fiscal year, the ad valorem debt service tax rate at the time the election is ordered, expressed as a percentage of the adopted tax rate. **SB 462, by Campbell**

A governing body may not authorize a certificate to pay contractual obligations if a bond proposition to authorize the bonds for the same purpose failed voter approval during the preceding six years (rather than 3 years in current law). **SB 652, by Campbell**

Bond elections must be held on the November uniform election date, exception for an emergency declaration by the governor. **SB 2219, by Bettencourt**

Authority for Political Subdivision to Regulate

Prohibits a political subdivision from adopting any ordinance, order, rule, or regulation requiring an occupational license or requiring a person to meet any requirement or precondition to engage in an occupation. Exempts the authority of a political subdivision to adopt and enforce a zoning regulation, a restriction on the location where an occupation may be engaged in, or an ordinance that regulates a credit access business. **SB 1209, by Hancock**

Zero Based Budgeting

Requires cities and counties with a population of 225,000 or more to prepare and post (internet website) a zero-based budget every 12 years starting in 2021. **SB 1315, by Bettencourt**

Temporary Building Inspections

Prohibits a county from requiring a building permit to construct, improve, or occupy a structure used for retail sale of seasonal goods if structure is portable and smaller than 500 sq. ft. **SB 2318, by Campbell**

Public Defender

Permits Indigent Defense Commission to encourage the creation of public defender offices. TIDC to issue policies and procedures for operation and administration of all PD offices. TIDC to annually review fees paid to appointed attorney to ensure the fees are fair and consistent. **SB 1649, by Kolkhorst**

TEXAS Conference of
Urban Counties

Chairman
Commissioner
Kevin Burns
Wise County

Chair-Elect
Judge
Sarah Eckhardt
Travis County

Immediate Past Chair
Commissioner
Bobbie Mitchell
Denton County

Vice-Chairmen
Comm. Kevin Wolff
Bexar County

Judge Matt Sebesta
Brazoria County

Judge Eddie Treviño
Cameron County

Comm. Andy Meyers
Fort Bend County

Comm. Robin Donnelly
Midland County

Judge Glen Whitley
Tarrant County

Executive Director
John B. Dahill

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Bell · Bexar
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Collin · Comal
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Grayson · Harris
Hays · Hidalgo
Jefferson · Johnson
Kaufman · Lubbock
McLennan · Midland
Nueces · Potter
Randall · Rockwall
San Patricio · Smith
Tarrant · Travis
Webb · Williamson
Wise

500 West 13th Street
Austin, TX 78701

512.476.6174

www.cuc.org

June 6, 2019

To: Urban Counties Policy Committee

From: Adam Haynes, Policy Director

Re: **Bills of Interest Related to the Platform**

TAXATION

Support the significant reduction of property tax rates by measures to reduce the cost of government and by replacing property tax revenue with revenue from other sources.

HB 3, by Huberty – School finance and property tax reform bill that increases public education funding by $4.5 billion and earmarks more than $5 billion for school property tax compression. Basic allotment increased to more than $6,160; K-Grade 3 early education allotment for economically disadvantaged students and English language learners that can be used to fund full-day prekindergarten for eligible students; state compensatory education funding that provides additional resources to children living in more severe poverty; increased funding for students with dyslexia, receiving special education services, and being served in residential treatment facilities; outcomes-based funding program for high school students; increased facilities funding; updated transportation funding ($1/mile); and professional development for early education teachers to get kids reading on grade level by third grade. $5 billion in property tax relief, lowers property tax rates by an average of 8 cents in 2020 and 13 cents in 2021; 2.5 percent tax compression starting in 2021; $2 billion for educator compensation. 30 percent of allotment increase must be used to increase compensation for teachers, librarians, counselors, and nurses (with no provisions for equal or across-the-board increases); recommendation to prioritize compensation for teachers with more than five years of experience; funding for incentive pay programs; and funding for locally developed merit pay programs. — ***Passed.***

HB 705, by Geren – Allows a local government to add 2% to sales tax rate in order to buy down 100% of property tax. The sales tax must be equal to the lost property tax as a replacement. — ***Failed.***

Require sales price disclosure on sale or transfer of real property.

HB 1841, by Thompson– Limits the appraised value of a housing unit subject to an eligible land use restriction to the amount of the sales price of that unit as recorded in property records. —***Failed.***

Oppose any expansion of the pollution control property tax exemption that would include property used to produce goods or services.

Oppose expansion of tax exemptions for property owned by a taxpayer to include leased property other than property leased to a charter school for one or more grades from kindergarten through grade 12.

HB 388, by Murphy – Exempts real property used by a Charter School. Owner of the property has to pass along the amount of the tax savings to the charter organization to qualify. — ***Failed.***

Support allowing local taxing units to set a residence homestead exemption as a percentage, a flat-dollar level, or a percentage with a minimum or maximum individual value.

Support reforms to process for equity appeals of appraisals.

Oppose reducing the penalty when land that was previously appraised as agricultural or other open space property is converted to another use.

HB 1743, by King – Reduce the number of years for a rollback tax bill for changing timber land to a nontimber use three years and lowers the interest rate imposed on a rollback tax bill from 7% to 5%. — ***Passed.***

Oppose all new property tax exemptions, expansion of existing exemptions, or any other narrowing of tax base unless approved by the Urban Counties.

HB 1254, by Murphy - allows land secured by a home equity loan to receive an agriculture exemption – ***Passed.***

HB 1409, by Ashby - Allows land qualified as timber open-space exemption to qualify as such even if that land is used for oil and gas production over which the Railroad Commission of Texas has jurisdiction on the land. – ***Passed***

HB 2441, by Wray –Authorizes an eligible disabled person who is 65 or older to receive both a disabled and an elderly residence homestead exemption in the same year if the person receives the exemptions with respect to taxes levied by different taxing units. — ***Passed.***

HB 2859, by Capriglione – Prohibits taxation of precious metals a person owns and is held in a precious in a precious metal depository. ***- Passed***

HB 639, by Springer - Adds land used as an ecological laboratory at a college or university to the definition of 'open space' to qualify for an ad valorem tax exemption. **–** ***Passed.***

HB 3348, by Guillen - Allows a land owner to maintain agriculture exemption on land that is subject to a temporary quarantine activity because of a tick eradication program. – ***Passed.***

SB 58, by Zaffirini - Exempts vehicles leased by all political subdivisions or non-profits from subsequent property taxes on the vehicle. – ***Passed.***

HB 1313, by King - Changes the evidence threshold on changing appraised value of a property lowered the previous year through a court challenge from 'substantial' to 'clear and convincing'. Makes it harder to increase these values. Prevents an appraisal board from charging a fee to a property owner to protest valuations. ***Passed.***

HB 160, by Raymond - Expands the disabled homestead exemption to include the parent or guardian of a minor who is disabled and resides with the parent or guardian. – ***Failed.***

HB 275, by Miller - Expands property tax exemption for surviving spouse of armed services member who is killed or fatally injured in the "line of duty." – ***Failed.***

HB 384, by Bohac - Provides for the total exemption from property taxes of the homestead of an elderly homeowner who is 80 years or older and has received homestead exemptions on the homestead for at least the preceding 10 years. **– *Failed.***

HB 716, by Leach - Creates a new exemption for “Severely Disabled Veteran” or the surviving spouse. – ***Failed.***

HB 827, by Rose – Allows a governmental entity to exempt the assessed value of all property and improvements used to preserve an historical or archeological site. — ***Failed.***

HB 948, by Metcalf – Changes the property tax exemption for land of a religious organization from 6 years to 10 years. — ***Failed.***

HB 1201, by Raymond – Exempts property owned by a charitable organization for purposes of renting at below-market rates to low-, moderate-income people. — ***Failed.***

HB 2958, by VanDeaver – Adds property owned by a nonprofit corporation performing functions of a public purpose are exempt from ad valorem taxes. — ***Failed.***

SB 129, by Hinojosa –Expands who is eligible as a first responder for a full tax exemption on their residence homestead to include United States Special Investigators; Customs and Border Protection officers, and immigration and deportation officers. Allows qualification for the expanded list if the surviving spouse remarried. — ***Failed.***

SB 443, by Hancock - Extends from two year to five-year period for homestead exemption without living on the premises for property rendered uninhabitable or unusable due to disaster. – ***Passed.***

Support a significant increase in the school homestead exemption and ensure adjustments are made in state funding to schools to account for the exemption.

Support property tax transparency and information proposals, including but not limited to:

a. **Removing projected tax assessment information from the central appraisal district (CAD) notice of assessed value;**
b. **Requiring proposed tax rates and hearing information be provided to the CAD where they would be made available to taxpayers online;**
c. **Renaming the “effective” tax rate as the “no-new-revenue” tax rate;**
d. **Improving training and education requirements for appraisal review board members;**
e. **Establishing a property tax administration advisory board to help with uniformity of appraisal forms, systems, and reports across districts; and**

f. Streamlining notice procedures for taxpayers, including separation of individual taxing entities' rates and respective tax amounts.

Support allowing school districts to increase their tax rate to a previously approved level after a decrease rather than having to hold a second increase ratification election;

Support protections for innocent and unwitting taxpayers that acquire property subject to governmental errors in previous tax years from having to pay back taxes due to those errors.

HB 1885, by Bonnen –Allows the governing body of a taxing unit to waive penalties, interest on a delinquent tax if the property is subject to a mortgage that doesn't require the owner to fund an escrow account for payment of taxes; tax bill was mailed electronically but the mortgagee failed to mail a copy of the bill to the owner as required; and the taxpayer paid the tax by the 21st day after the taxpayer knew or should have known about delinquency.— ***Passed.***

Oppose arbitrary limits on local governments to undermine fiscal resources that enable officials to meet their obligations and local priorities.

SB 2, by Bettencourt – Caps the vast majority of counties and cities at 3.5% with an automatic election is required to exceed the cap. Reforms the appraisal system and increases information to taxpayers. — ***Passed.***

Other Bills of Interest in Taxation:

SB 1943, by Watson – Defines "heir property" as inherited property and to allow an heir who claims the property as a residence homestead to qualify as if the owner were the sole owner of the property. Provides that grant of a homestead exemption does not operate to transfer title to property and provides that the chief appraiser may not be made party to any action over the title. Requires the comptroller to prepare a pamphlet describing heirs' rights. — ***Passed.***

HB 861, by Anchia – Currently, if a taxpayer has an unpaid tax obligation at conclusion of tax appeal, penalties & interest apply to that balance beginning on original delinquency date. Bill gives taxpayer an opportunity to pay the balance by a new due date before those penalties & interest would apply. The result will be that taxpayers will just pay $0 until appeal is decided. — ***Passed.***

HB 3086, by Cole – Limits sales tax exemption from all audio and video recording equipment used in motion pictures to just the equipment used for master recording. — ***Passed.***

HB 3143, by Murphy –Extension of Chapter 312 for economic development agreements. Adds reporting requirements and notice disclosures and extend the Act to 2029. Requires commissioners court agreement. — ***Passed.***

HB 2993, by Geren – Establishes a specific tax appraisal method for calculating property tax levies on property used for low-income and moderate-income housing. — ***Failed.***

SB 1771, by Bettencourt – Real property owned by government is tax exempt, except the property is subject to tax if leased to a private entity. However, leases in certain enumerated facilities are not subject to taxation. The bill says a lease in a convention center, sports facility, etc. owned by a city is subject to tax by other

taxing jurisdictions unless the governing bodies of those taxing jurisdictions vote to approve the exemption. — ***Failed.***

SB 1772, by Bettencourt – Provides for a temporary exemption on tangible personal property and improvements to real property damaged at least 15% during a disaster. Requires property owner to apply for the exemption but would not be required to re-apply in subsequent years. — ***Failed.***

SB 1280, by West - lowers the interest rate from 8% to 5% for the deferral or tax abatement agreement for taxes on an appreciating homestead value. The rate change applies to interest that accrues on or after the effective date. Interest that accrued before the effective date does not change. ***Failed.***

SB 955, by Bettencourt - provides that taxing units may no longer challenge the level of appraisals in a category or a territory before the ARB. Other grounds for challenges remain. ***Failed.***

Crime and Courts

HB 1, by Zerwas – The State appropriated grant funding of $248m for criminal justice efforts including; drug courts, prostitution prevention, truancy courts, and GPS monitoring for family violence crimes.

Support full state funding for all mandatory JJAEP placements in an amount adequate for year-round programs.

Support an increase in state funding for indigent defense purposes to cover increased costs incurred by local county taxpayers since the passage of the Fair Defense Act in 2001.

SB 1649, by Kolkhorst – Requires Indigent Defense Commission to prioritize assistance to counties under 100,000 in establishment and oversight of public defender offices. TIDC to issue policies and procedures for operation and administration of all PD offices. TIDC to annually review all criminal defense fees - private and appointed - to ensure fees are equitable, fair and consistent. – ***Failed.***

HB 1812, by Murr – **As Filed:** Permits TIDC to issue indigent defense grants directly to an entity that assists counties in improving indigent defense. — ***Failed.***

Support additional state funding for juvenile probation departments if the age of criminal responsibility is raised to 18.

HB 344, by Dutton – Raises the age of criminal responsibility from 17 to 18. — ***Failed.***

HB 1364, by Wu – Juveniles between 10 and 12 subject to juvenile system for 2nd degree felony and above. Must not be held in custody unless poses a risk to community. Court may waive jurisdiction after hearing and dismiss charges. — ***Failed.***

Support state payment to counties for costs of detaining in county jails technical parole violators and new-offense violators held solely for parole revocation purposes to end the practice of the state pushing costs associated with state prisoners onto local county taxpayers.

HB 2559, by Bowers – Bill mandates that TDJC issue a summons instead of a blue warrant for certain parole violators. Blue warrants can only be used if a violator fails to appear. — ***Failed.***

Oppose changes in court costs in criminal cases that are expected to have a negative fiscal impact to counties.

SB 346, by Zaffirini – Consolidates court costs. OCA has calculated $0 impact to state and local governments.

Support changes to pre-trial release to require the use of locally verified evaluation tools to determine a criminal defendant's risk of flight or danger to the community. Promote: (1) establishing pretrial risk assessments; (2) the elimination of bond schedules; (3) greater discretion for magistrates regarding pretrial release; and (4) rebuttable presumptions in favor of personal bond.

HB 1323, by Murr– Pretrial reform bill. Permits denial of bail in any case if judge or magistrate determines that bail and conditional release are insufficient to protect community and secure defendant's appearance in court. Prohibits bond schedules. JPs required to have training regarding appropriately setting bail. Mandates use of pretrial risk assessment to be completed by personal bond office or other trained person. Sheriff cannot be forced to complete the assessment. OCA to make an automated risk assessment tool available at no cost. A defendant denied bail must be given review hearing not later than 10 days after the denial. — ***Failed.***

HB 2020, by Kacal (Governor's bill) – Will require a district judge or associate judge appointed by district judge to magistrate all arrestees for felonies and sex offense misdemeanors. Governor to create a Bail Advisory Program to create a risk assessment tool that must be used, and to make recommendations on best practices for pretrial release. – ***Failed***.

Maintain current fee structure for the district court records and archives fee, the county court records management and preservation fee, and the records archive fee through 2029.

SB 658, by Zaffirini – Currently the increased amount for records archive, management and preservation fees expire this year. This bill would make permanent that increased amount. — ***Passed.***

Support granting counties authority to judicially designate as uncollectible certain fees and costs of court.

HB 435, by Shaheen – Permits courts to declare fees and costs over 15 years old in civil cases as uncollectable. Will permit all counties to write off uncollectible costs and fines from criminal cases. — ***Passed.***

Other Bills of Interest in Crime and Courts:

SB 346, by Zaffirini – Late floor amendments in House added provisions stating criminal courts may only consider a defendant's present ability to pay when assessing fines and costs. Will permit convicted persons to petition court if payment of fines and costs imposes an undue hardship, and court may order community service in lieu of payment or may waive payment. – ***Passed***.

HB 1651, by Gonzalez – Specifies the care a pregnant woman must receive in jail, including restraint and labor procedures. New annual reporting requirement on use of restraints on pregnant inmates. – ***Passed.***

HB 2580, by Wu – Requires county jails to provide inmates awaiting trial free telephone calls up to 20 minutes per month with attorney and one 10-minute call per month to anyone else. — ***Failed.***

HB 1653, by White –CJD must create pretrial diversion database. Counties receiving grants for pretrial diversion must report data. Creates separate funding line for probation depts supervising pretrial diversion participants. - ***Failed.***

SB 2191, by Whitmire – Requires inmates (adults and juveniles) awaiting trial be held in Texas. Prohibits kids certified as adults to be sentenced to post-adjudication secure facilities; they must be sent to TJJD secure facility in Texas. – ***Failed.***

SB 2091, by Hughes - require appointment of attorney ad litem for parent and if the parent is found not to be indigent the attorney cannot be discharged until after a hearing that is required to be held no later than 14 days after filing of a petition by DFPS. Current law permits delay in proceedings while parent retains attorney, but that section is being repealed. - ***Failed.***

SB 1293, by Zaffirini – Authorizes counties to create public defender positions to represent persons in commitment proceedings in lieu of private appointed counsel. — ***Failed.***

TRANSPORTATION

HB 1, by Zerwas – Appropriates $225m for transportation infrastructure grants for oil and gas impacted roads.

Oppose eliminating local tolling options.

HB 1951, by Krause –Places limits on future toll projects that can be initiated. Only allows a toll project on a project costing $1B or more if TxDot certifies there are no funds for the project. Mandates voter approval. — ***Failed.***

Support enhanced funding for freight transportation infrastructure projects to address economic growth and an ever-increasing population.

HB 4280, by Morrison – Amends the formula for TIF grants to apply to overweight permits for vehicles operating oil and gas. ($250m appropriated) ***Passed.***

Support current weight requirements for vehicles operating on county roads, except for localized proposals supported by the local commissioners court.
HB 1493, by Krause – Excludes from overweight requirements over-the-road-busses. — ***Failed.***

Support local option fees for road improvements/additions if the fees are approved by the county's commissioners court.

HB 642, by Raney – Lowers the population threshold for an optional registration fee from 1.5 M to 190,000. — ***Failed.***

HB 924, by Zedler – Allows Commissioner's Court to require a surety bond by concrete plant operators to repair road damage caused by the plant operations. — ***Failed.***

HEALTH AND HUMAN SERVICES

HB 1, by Zerwas – Appropriates $40m for community mental health grants; $60m for grants for programs for justice involved individuals; $20m for veterans' mental health grants; funding for increased access to LMHA services, to avoid waitlists, in the amount of $29m; substance abuse treatment services $5m; and recovery focused clubhouses $6.6m.

Support increased funding for mental health and substance abuse services state-wide.

SB 1, by Nelson/by Zerwas – State Appropriations Act. —***Passed.***

HB 10, by Thompson – Creates the Texas Mental and Behavioral Health Research Institute to create best practices, leadership, and vision for addressing child and adolescent behavioral health needs and to fund research for behavioral health issues. – ***Failed.***

HB 1669, by Lucio – Requires HHSC to develop and implement a plan to increase mental health workforce. — ***Failed.***

SB 10, by Nelson –Establishes the Texas Mental Health Care Consortium to enhance the state's ability to address mental health care needs. The TMHCC would be composed of 12 health-related institutions of higher education in Texas. Requires parental consent. — ***Passed on SB 11.***

Support state action related to state participation in the funding of indigent health care to maximize access to available federal funds.

HB 25, by Gonzalez– Women's Medicaid coverage for 12 months after giving birth. — ***Passed.***

HB 342, by Cortez– Allows children to remain covered for a year once they are deemed Medicaid eligible. — ***Failed.***

HB 870, by Price – Provides that services provided via telemedicine are covered for reimbursement through Medicaid. Repeals a provision that requires a health professional is present with the patient during treatment. — ***Failed.***

HB 4289, by Coleman - Authorizes local jurisdictions to establish health care provider participation programs. Local jurisdictions include hospital districts, counties, and municipalities. – ***Passed***.

Expand capacity of both forensic and civil beds in the state hospital system.

SB 500, by Nelson – State supplemental appropriations bill. – ***Passed.***

Support the continuation of the 1115 Medicaid Transformation Waiver.

Support state action related to state participation in the funding of indigent health care to maximize access to available federal funds.

Support the repeal of the Drivers Responsibility Program and the replacement of State funding for trauma care.

HB 2048, by Zerwas– Drivers Responsibility Program repeal. Increases a fee on auto insurance policies by $2, 60% allocated to the trauma fund. Raises the state portion of traffic fines on certain moving violations from $30 to $50, Lowers the city/county portion from 5% to 4%; however, 30% to trauma fund and 70% to GR. First-time Class B DWI offenders pay a fine of $3,000 over three years; $4,500 for second offenders; $6,000 for third. 30% trauma and 70% to GR.— ***Passed.***

Other Bills of Interest in Health and Human Services:

SB 822, by Nelson - Currently the veterans grant program is administered by the Meadows Institute, this legislation transfers it to HHSC. – ***Failed.***

HB 601 by Price – Cleanup bill for last session for jail inmates who have a mental illness or intellectual disability be assessed by a mental health professional. Amended to require commissioners court to reimburse the LMHA or LIDD for the cost of the assessment. – ***Passed.***

HB 2755, by Price - Amends the amount a county can charge for a food or health permit to the actual county costs from the current fee of $150. ***Passed.***

ENVIRONMENT/DISASTER RELIEF, RECOVERY, AND RESILIENCE

SB 500, by Nelson - The supplemental appropriations bill provides $3.5 billion from the Economic Stabilization Fund to fund a number of significant initiatives that address damage to the state due to Hurricane Harvey, provide state participation and facilitation of the draw-down of federal aid programs for local government recovery eff orts, and invest in longterm infrastructure projects intended to lessen the effects to Texas from future disasters. Funding includes the following areas: Hurricane Harvey relief to public schools through the Foundation School Program $806.5; Hurricane Harvey-related facilities damage recovery at institutions of higher education $1.68 billion in funding for the Texas Infrastructure Resiliency Fund and the Flood Infrastructure Fund; $840.0 million to the Water Development Board to develop and fund projects under the State Flood Plan; and $150.0 million to the Texas Soil and Water Conservation Board to fund the repair and improvement of earthen dams.

HB 1, by Zerwas – Appropriates $4.5m for air quality-planning activities to reduce ozone in near nonattainment areas; and $159m for the Texas Emissions Reduction Plan for clean air purposes.

Support full funding for the Texas Emissions Reduction Plan (TERP) and maintain the integrity of the TERP program.

HB 3745 by Bell - Takes the TERP funds out of legislative appropriations. Redefines the TERP fund and account in a manner that permits TCEQ to spend all monies raised by TERP fees to carry out the plan without specific legislative appropriation. Extends TERP fees until the last day of the fiscal biennium which TCEQ publishes in the register that the state is in attainment **– *Passed.***

Use the TERP funds only for programs that will assist nonattainment and near nonattainment areas in meeting Environmental Protection Agency (EPA) Ozone standards.

Support local administration of the LIRAP and LIP programs to ensure funds collected in the county are used in the county.

SB 1070 by Watson – Converts the LIRAP program to emphasize the LIP options. — ***Failed.***

Support using state funds for financing disaster mitigation, disaster prevention, disaster recovery, and resilience projects as long as local decision making is preserved to ensure local priorities are met.

SB 7, by Creighton – Revamps the Floodplain Management Account as a special fund, administered by TX Water Development Board, used for grants, loans, data collection for flood control planning and renames it the TX Infrastructure Resiliency Fund (TIRF). Creates four subaccounts: Floodplain Management (continues to be used for grants, data collection, stream gaging, and outreach), Harvey Recovery, Flood Plan Implementation, Army Corps Projects. Prioritizes projects based on TDEM recommendations, emergency need, funded partially by federal matching funds, increase water supply. Defines flood project as drainage, flood mitigation, or flood control project. Establishes TIRF Advisory Committee (existing members of SWIFT and TDEM). Requires quarterly reports from state agencies that disburse fed dollars for flood-related activity. Adds TWDB transparency requirements. — ***Passed.***

SB 8, by Perry – Creates an official state flood plan to include a statewide, ranked list of ongoing and proposed flood control projects; evaluation of flood control infrastructure; analysis of development in the 100-year floodplain areas and legislative recommendations; and incorporate regional plans. Creates a “regional flood planning” process in which a regional flood planning group jointly plans for overall regional priorities. The planning group is composed of representatives of governing body of each county located wholly or partially in the flood planning region. In voting on final version of regional flood plan, entitles each county to one vote. — ***Passed.***

HB 13, by Phelan/HJR 4, by Phelan – Appropriates $3.26B from the Economic Stabilization Fund and creates the flood infrastructure fund as a special fund outside of the general fund to be administered by the Texas Water Development Board (TWDB) to award or loan state dollars to political subdivisions in cooperation with others in a region to encourage development of nonstructural and structural flood mitigation. — ***Failed.***

HB 2300, by Morrison – Creates a disaster recovery loan program under TX Division of Emergency Management for political subdivisions located wholly or partly in a declared disaster area by Gov or President for damaged infrastructure greater than 50% of the political subdivision's total revenue for current year. Establishes application procedures and loan guidelines. Appropriates $60m from GR. — ***Failed.***

Other Bills of Interest in Environment:

HB 7, by Morrison - Requires TX Division of Emergency Management, in consultation with the other state agencies, to develop a plan to assist political subdivisions with executing contracts for services that political subdivisions are likely to need post-disaster. — ***Passed.***

HB 137, by Hinojosa - Requires TCEQ to notify the emergency management director of a political subdivision of a dams hazard classification, high hazard within 48 hours and of significant hazard within 30 days of the designation. ***Passed.***

SB 970, by Creighton/HB 2003, by Leach – Says any "public agency" - entity with authority to operate waste facilities - may not enter into a contingent fee contract with a lawyer unless the attorney general reviews and approves the contract. – ***Failed.***

DEVELOPMENT AND INFRASTRUCTURE

Oppose efforts to require local governments to pay penalties, including an opposing party's attorney fees and court costs in eminent domain proceedings.

SB 552, by Schwertner – Adds additional language to the statement provided to a property owner when surveying a property for potential eminent domain authority purposes, including the entity has the right to sue to enter the property, the owner has the right to seek to negotiate the terms of the survey and the entity is responsible for any actual damages while surveying. Any written survey permission form provided to a landowner must contain those rights. — ***Failed.***

Oppose changes to the criteria governments must meet to show "actual progress" on projects to prevent real property acquired through eminent domain to be subject to repurchase.

SB 554, by Schwertner / HB 1253 by Leman – Property acquired by eminent domain is subject to repurchase if the government cannot show "actual progress" on the public use of the land within 10 years of acquisition. The bill would make showings of "actual progress" more difficult. Instead of showing compliance with at least 2 of 7 factors, government would have to show compliance with at least 3 of 5 factors. The 2 repealed factors are arguably the easiest to meet. — ***Failed.***

Other Bills of Interest in Development and Infrastructure:

HB 2529, by Leach – Permits a county to appoint at least one commissioner to a county housing authority or a regional housing authority who is a recipient of housing assistance administered through the authority's choice voucher program or project-based rental assistance. — ***Passed.***

HB 1999, by Leach – Requires governmental entity alleging a construction defect to give the alleged responsible contractor, architect, or engineer a written report of the alleged defect and the opportunity to correct the defect before being eligible to bring a lawsuit. — ***Passed.***

HB 2135, by Shine – Caps retainage at 5% of a contract for a public works project of $1 million or more. — ***Failed.***

HB 3167, by Oliverson – Amends timeline for approval or disapproval of a plat to 30th day after application is received. Considers application to be approved unless application is disapproved within the 30-day time period. Allows for extension of 30-day period for a period not to exceed 30 days. – ***Passed.***

SB 175, by Perry – Exempts cities, counties and ISD's from filing ED annual reports with the Comptroller. ***Failed.***

Public Safety and Emergency Management

Support giving all counties the option to adopt a fire code and rules necessary to administer and enforce the fire code.

Oppose creation of a new fireworks season unless commissioners courts are granted discretion over the sale of fireworks in that county for the new season.

HB 2748, by Perez – Removes all of the sales period restrictions and allows sales of fireworks at all time during the year. – ***Failed.***

SB 2318, by Campbell - Prohibits a county from requiring a building permit to construct, improve, or occupy a structure used for retail sale of seasonal goods if structure is portable and smaller than 500 sq ft. – ***Failed.***

HB 581, by White – Allows the sale of fireworks five days before and up to Labor Day if permitted by commissioners court. — ***Failed.***

HB 582, by White – Permits fireworks sales five days before Juneteenth with commissioners court approval. Clarifies Texas A&M Forestry is the determinant of drought conditions. — ***Failed.***

HB 915, by Shaheen – Allows fireworks on Diwali Day. Typically, in October/September. No commissioners court approval required. — ***Failed.***

HB 2063, by Stickland – Authorizes sale of fireworks on and before Texas Independence Day (beginning February 25 and ending at midnight on March 2); San Jacinto Day (beginning April 16 and ending at midnight on April 21); and expands sale on and before Cinco de Mayo statewide without approval of commissioners court. – ***Failed.***

Protect county authority to restrict or ban the sale and use of fireworks during drought conditions and when included in a local disaster declaration.

Support the current role of local emergency management authorities and the county judge in responding to potential and actual emergencies and disasters.

Support efforts to maintain the long-established prohibition of guns in any portion of a building used by court participants.

Support additional funding for DPS crime labs provided it does not negatively impact existing local crime labs.

Elections

HB 1, by Zerwas – Funding for the Secretary of State is increased by $16m from the 2018–19 biennium, largely due to the receipt of a federal grant and increased funding for primary election reimbursements and information technology projects.

Support the creation of an online voter registration system.

HB 1897, by Dutton – Requires a voter registrar to adopt procedures to allow completion of a voter registration application online. — ***Failed.***

Expand the Countywide Polling Place Program for all counties.

SB 1255, by Bettencourt – Stipulates that a countywide polling place must have the same % of polling places as the % of voters in each precinct. In counties of 400k and

more, the % of polling places must be equal to the % of voters in each state representative district in the county. — ***Failed.***

Support state funding to counties for the purchase of new election equipment, including reimbursement for purchases made within the last 3 years.

HB 362, by Israel/SB 2353, by Hall – Creates a GR funded grant for counties/cities to apply to replace voting system equipment for up to 50% of the actual cost, machines must use a paper record or produce a paper receipt. Eligibility criteria shall include number of voters, the age and condition of current equipment, need in both rural and urban areas and whether the governing body has adopted a long-term plan to address needs. – ***Failed.***

Support grandfather provisions for all counties that purchased election equipment, in the last five years, that does not produce a paper audit trail.

Retain the current option to hold elections on uniform election dates.

Other Bills of Interest in Elections:

HB 1888, by Bonnen G. - Requires that each early voting location be open for voters on each and every day that voting is conducted at the main early polling place, and that each location remain open for at least eight hours a day, for all elections held on the November uniform election date. ***Passed.***

HB 3965, by Bohac - Requires each countywide polling place to post a notice of the four nearest countywide polling places by driving distance. If a court orders any polling place to remain open after 7pm they all must remain open. ***Passed.***

HB 88, by Swanson – Requires the order of candidate names in a tie vote and/or runoff election to be the same order as on the original ballot. **-** ***Passed.***

HB 273, by Swanson – Changes the vote by mail mailout deadline from 45 days to 38 days. ***Passed.***

HB 831, by Huberty – Clarifies that relocation as a result of a disaster does not impair the continuous residency requirements needed to hold an elective office. ***Passed.***

HB 1048, by Guillen - Require polling locations for municipal elections to be the same as those of county elections so voters do not need to travel to multiple locations. ***Passed.***

HB 1067, by Ashby - Provides that if a candidate dies after the second day of the deadline to file an application for a place on the ballot, the authority may omit the candidate on the ballot. ***Passed.***

HB 1241, by Bucy – would require a notice of a polling place location to include the building name, if any, and street address of the polling place. ***Passed.***

SB 9, by Hall – Omnibus elections bill. Would require, for the 2024 election, voting machines that must use a paper record or produce a paper receipt. In a county of 1 million or more to use the same methodology for polling locations as prior to using a county wide polling place. $36m rider provided in SB 1 to retrofit machines purchased between 2014 and 2019. — ***Failed.***

HB 3578, by Klick – Requires a judge upon conviction of a person for a felony offense, order the persons voter registration cancelled and send the order to the SOS. Prohibits cancelling a person's order on the grounds of a felony without the court order. — ***Failed.***

SB 966, by Bettencourt – Provides that moving a temporary branch polling place for a county with a population of 100k or more may only be changed once during a voting period and after half the voting period has concluded. — ***Failed.***

SB 323, by Huffman - Mandates that political subdivisions (with more than 120,000 pop) submit ballot proposition language to regional presiding judge of administrative judicial region for review of clarity 123 days before election day. — ***Failed.***

SB 1190, by Bettencourt - Prohibits a person from establishing residence for purpose of influencing outcome of an election; at any place the person has not inhabited. For purposes of a voter response to a confirmation notice sent by voter registrar, requires voter to submit a sworn affirmation of voter's current residence and evidence of address. Allows for the use of copy of document to confirm residence. Clarifies that a voter enrolled as a full-time student living on campus at higher ed institution may use address of PO Box on campus or in a dorm. — ***Failed.***

SB 1613, by Hall – Void a bond election if 25% or less registered voters of the political subdivision vote. — ***Failed.***

SB 2219, by Bettencourt – Bond elections must be held on the November uniform election date, exception for an emergency declaration by the governor; must go to the voter for an imposition, increase or reduction of a tax to state specific language and may not exceed 5,000 characters or one voting screen. — ***Failed.***

GOVERNANCE AND FINANCE

Ensure commissioners court authority over county budgeting and contracting decisions.

Protect local taxpayers from unfunded state mandates, which drive local property tax increases, result in reductions in critical services, and infringe local control.

Support local control over compensation and benefits paid by the county.

Establish that any increase in the fees to be paid to attorneys appointed to represent indigent criminal defendants may not take effect until the adoption of the next county budget and require at least 90-day notice of the proposed increase to be provided to the commissioners court.

Support full state funding for representation of indigent parties in child welfare cases.

SB 560, by Kolkhorst – Requires the Judicial Council to collect information on manner and costs of court-appointed attorneys CPS cases. Report to be submitted to Legislature. — ***Passed.***

Support financial transparency requirements that permit the use of existing reports and other documents and that minimize the need to express the same information in different manner or reports that are duplicative of reports already required.

SB 470, by Kolkhorst – Requires every county child welfare board to submit a report of the amount and source of funds received/expended in the preceding fiscal year, including the purpose of expenditures. — ***Failed.***

Support legislation that permits counties to post public notices electronically in lieu of print publication.

Oppose requirements to include on bond propositions information other than the total amount of bonds to be issued if approved and the proposed uses of the bonds.

HB 440, by Murphy – Would require internet posting of sample ballot for bond proposition if county has website. Maturity date of general obligation bonds for improvements or personal property cannot exceed 120% of expected average economic life of the improvements/property. Unspent bond proceeds can be used for other purposes only after an election approving the new use. ISDs would not have to have an election to spend excess proceeds for other purposes. —***Passed.***

HB 477, by Murphy – Local governments with 250 or more registered voters are required to create a voter information document that includes info on existing debt and impact on taxes on proposed bond issuance. Must post to website if local gov has website. Additional information also required by all counties publishing notice to issue COs. No additional language on ballots. — ***Failed.***

SB 462, by Campbell – Requires all local debt proposition ballots to include aggregate amount of debt at beginning of that fiscal year expressed as a percentage of the adopted tax rate, and the ad valorem debt service tax rate at the time the election is ordered. — ***Failed.***

HB 4408, by Middleton - Prohibits a political subdivision from issuing a public security for a purpose previously rejected by voters. ***Failed.***

Establish that the earliest effective date for any increase in salary budgets outside the control of commissioners court shall be the first day of the next county fiscal year following 90 days notice of the proposed increase to be provided to the commissioners court.

Support continued federal funding for local communities to help cover operational costs for holding undocumented criminal aliens in the criminal justice system and the costs to house them.

Oppose restrictions on the ability of local governments to effectively and efficiently communicate with the legislature and other state and federal entities.

SB 29, by Hall – Local government cannot spend money to influence legislation unless requested by member of the legislature. Local governments cannot join any association unless it does not lobby and only if it is for the benefit of all local officials. — ***Failed.***

HB 281, by Middleton – Prevents any political subdivision from directly lobbying or joining a group that directly lobbies the legislature to influence the outcome of pending legislation. Allows a citizen to challenge an entity in Court and recoup attorney fees if they win the challenge. — ***Failed.***

HB 433, by Shaheen – Political subdivisions must disclose in any required comprehensive annual financial report the total amount spent to compensate lobbyists. — ***Failed.***

SB 702, by Bettencourt –Permits a political subdivision to spend money to directly or indirectly influence or attempt to influence the outcome of any legislation pending before the legislature only if expenditure is authorized by a majority of the governing body in an

open meeting of governing body. Requires the political subdivision or entity to report to TX Ethics Commission and publish on the subdivision's website amount of money authorized, name of any person required to register, and copy of contract for services, amount of public money spent for membership fees and dues of any nonprofit state association or organization. Requires Ethics Commission to create a public database concerning such reports. If political subdivision does not comply, entitles any taxpayer to sue for injunctive relief to prevent further activity in violation. Bill does not apply to government officer or employee who is requested to appear by a legislator so long as person does not take a position for or against legislation. - ***Failed.***

Support proposals to permit public access to public information on the personal devices of public officers and employees that include reasonable provisions to guard against frivolous and abusive lawsuits against public officers and employees.

SB 944, by Watson – Requires all officials and employees to forward public information on private devices to the PIA officer for the governmental body. Requires governmental bodies to make reasonable efforts to obtain such information if there is a request covering the information. Governments can designate specific mailing and email addresses for PIA requests. — ***Passed.***

Other Bills of Interest in Governance & Finance:

HB 1294, by Davis – Expands current requirement of elected law enforcement, county judge, or appointed public officer to an officer, employee, or volunteer of the state or a political subdivision who is a supervisor and whose position includes emergency management responsibilities to receive emergency management training. — ***Failed.***

SB 1582, by Lucio – Adds peace officers to those who are presumed to have contracted certain diseases in the line of work. Covers smallpox, tuberculosis, heart attack or stroke. — ***Passed.***

HB 1652 by Huberty – If directed by commissioners court, a tax auction of real property must be conducted using online bidding and sale. — ***Passed.***

HB 3834, by Capriglione – Requires, annually, a local government to identify employees who have access to a local government computer system or database and requires those employees and elected officials to complete the training program. **–** ***Passed.***

SB 652, by Campbell – Currently local governments may not issue COs for same purpose as proposed bond issuance rejected by voters for period of at least 3 years. Bill extends moratorium to 6 years. Adds new requirement to post intent to issue COs continuously on government's website for at least 30 days before approval of the issuance (and website is mandatory). — ***Failed.***

SB 1640 by Watson–Addresses walking quorum. Violations require proof that meeting participant knew the series of communications would include a quorum and would constitute a “deliberation.”— ***Passed.***

SB 22, by Campbell – Governmental entities may not contract with abortion provider or affiliate for any goods or services. — ***Passed.***

HB 2840, by Canales – Requires a governmental body (includes commissioners court) of a political subdivision to allow each member of the public to address the

governing body before or during the body's consideration of an agenda item. Allows the body to adopt reasonable rules to implement. If a governmental body does not use simultaneous translation equipment, requires at least 2x the amount of time provided to the member of the public. Forbids a governmental body from prohibiting public criticism of the governmental body unless otherwise prohibited. – ***Passed.***

HB 2953, by Moody – Creates a grant program to supplement peace officer salaries in counties/cities where the salary is less than $32.5k CLEAT Bill. — ***Failed.***

HB 1927, by Herrero - Requires a county judge to fill a county commissioner vacancy by the 60th day after the date of vacancy, in counties over 300k. – ***Passed***.

HB 2826, by Bonnen, G – Imposes a slew of requirements before a governmental entity may enter into a contingency fee contract for legal services, including getting approval of the contract from the AG. AG may decline to approve the agreement if the purpose is one the AG can pursue. This is aimed at stopping local enforcement of environmental regulations. — ***Failed.***

HB 2503, by Kacal – Extends lifetime survivor benefits to surviving spouse of elected or appointed peace officer who dies in the course of employment, even if the spouse remarries. Currently limited to first responders. — ***Failed.***

HB 359, by Moody – Prohibits discharging, suspending or firing a peace officer, detention officer, county jailer, or firefighter due to their inability to perform duties if the person was injured in the course and scope of duty before the person is certified as having reached maximum medical improvement. Waives sovereign immunity for a lawsuit for damages and reinstatement under this provision. "unless the report of the designated doctor indicates the person is unable to return to work." Caps the damages payable by an employer at $100,000. Excludes counties that have civil service. — ***Failed.***

HB 1929, by Noble – Prohibits contracts of any kind between governmental entities and abortion providers. — ***Failed.***

SB 2104, by Zaffirini – Creates a Texas Veterans County Service Officer task force that consists of House Defense chair, Senate Veterans affair chair, Texas Veterans Commission, Officers from various regions, Texas Coalition of Veterans Organizations to review the role and duties of officers in each county, identify areas in need of officers, determine state assistance needed and submit a report by 2020. — ***Passed.***

SB 1261, by Bettencourt - A person may not be employed as the chief appraiser if the person is an elected or appointed officer of a taxing unit located wholly or partly in the appraisal district. **– *Failed.***

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June 6, 2019

To: Urban Counties Policy Committee

From: Adam Haynes, Policy Director

Re: **CUC Activity Summary – 86th Regular Legislative Session**

Background:
The Texas Conference of Urban Counties monitored legislation and engaged in the legislative process on behalf of our members during the 86th Regular Legislative Session. The following is a summary of our activities this past session.

A total of 7,851 bills were filed this session, 3,718 of which CUC tracked. 19.8% (1,554) of bills filed this session were passed and sent to the Governor, 7.5% (590) of which we were tracking.

The veto deadline is on June 16th.

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June 6, 2019

To: Urban Counties Policy Committee

From: Adam Haynes, Policy Director

Re: **Discussion of the Texas Property Tax Reform and Transparency Act of 2019**

Background:

The Texas Property Tax Reform and Transparency Act of 2019, SB 2, caps the revenue of counties at 3.5% with an automatic election to exceed the rate. The bill contains additional tax rate provisions, transparency measures, and reforms to the appraisal system. SB 2 does the following:

TAX RATE

Renames Tax Rate Terms

- Renames the “rollback” rate to “voter-approval” rate;
- Renames the “effective” rate to “no-new-revenue” rate;

Voter-approval Tax Rate

- Reduces the voter-approval rate to 3.5% for a vast majority of counties and cities with an automatic election to exceed the rate;
- Maintains an 8% cap for special taxing units with a required election to go above the cap. Defines a special taxing unit as a taxing unit — other than a school— with a proposed M&O rate at 2.5 cents or less per $100 of taxable value; hospital districts, and junior college districts;

Indigent Defense

- Exempts from the voter-approval tax rate calculation the amount paid to assigned counsel for indigent defense cases, not to exceed 5%;

Declared Disasters

- Permissive that in a declared disaster area, a taxing unit, other than a special taxing unit, may use the 8% voter-approval rate for two years if values return to pre-disaster levels or three years have elapsed;

Public Hospitals

- Excludes increased expenditures for indigent health care for county hospitals from the voter-approval rate;

Uniform Election Date

- Applies the uniform November election date for a vote to approve a proposed tax rate;

Taxing Unit Responsibilities

- Requires a taxing unit to adopt a tax rate before the later of September 30 or the 60th day after receiving the certified appraisal roll — unless the proposed rate will exceed 3.5% in which case the rate must be set by the 71st day before the next uniform election date that occurs in November;
- Prohibits a taxing unit, other than a school district, from holding a public hearing on a proposed tax rate or a public meeting to adopt a tax rate until the fifth day after the voter-approval rate and no-new-revenue rate have been calculated and placed on the central appraisal district's database and other provisions regarding the database and required notifications have been met;
- Mandates that all counties maintain an internet website and requires certain tax hearing notices and tax information be posted on the website;
- Requires all tax notices to include the statement: "The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.";
- For the FY 2021, prohibits the governing body of a taxing unit from adopting a budget or taking any other action that has the effect of decreasing the total compensation of a first responder from the previous FY;

APPRAISAL REFORMS

Appraisal Review Board (ARB) Training

- Requires eight-hour minimum training for ARB members and a four-hour minimum training course for continuing education;

Central Appraisal District (CAD) Public Database

- Requires each CAD to maintain database of property tax-related information;
- Creates a new section, 26.17 of the Tax Code, specifying a host of information that must be included in the CAD's database;

Appraisal Review Board Size

- For counties with 1m+ population, requires the CAD board to increase the size of the ARB to the number of members considered appropriate;

Special Appraisal Review Board Panels in Districts Located in a County of 1m or More

- Requires specialized ARB panels for properties valued above $50m for the 2020 tax year with an inflation multiplier for subsequent years; and
- Permits a property owner to request a protest to be heard by a special panel.

The bill was sent to Governor Abbott.

Recommended Resolution:

None.

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500 West 13th Street
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June 6, 2019

To: Urban Counties Policy Committee

From: Adam Haynes, Policy Director

Re: **Discussion of SB 2's Indigent Defense Provision**

The final version of SB 2 includes a provision that expressly exempts from the no-new-revenue tax rate calculation up to a 5% increase in the amount paid for "appointed counsel for indigent individuals in criminal or civil proceedings *in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure*… ."

With the inclusion of the highlighted phrase, the exemption does not apply to expenditures for a public defender office or expenditures for a managed assigned counsel program. Likewise, the exemption does not apply to appointed counsel in civil matters, such as Child Protective Services cases.

Finally, a county must subtract from any applicable increase in costs for appointed counsel the amount of any grant received from the state meant to cover such expenses.

Recommended Resolution:
None.

THE TEXAS HOUSE & SENATE PRESENT:

THE TEXAS PLAN

FOR SCHOOL FINANCE REFORM

PROPERTY TAX ***RELIEF***. RECAPTURE ***REDUCTION***. EDUCATION ***REFORM***.



$4.5 BILLION

FOR TRANSFORMATIONAL EDUCATION REFORMS

PUTS MORE MONEY INTO CLASSROOMS *TO ACCELERATE STUDENT ACHIEVEMENT*

- Significantly increases the Basic Allotment per student
- Funds full-day Pre-K for low income students
- Adopts high-quality K-3 reading standards so students read at grade level by 3rd grade
- Creates the first dyslexia identification program in Texas history
- Accelerates student achievement via College, Career & Military Readiness (CCMR) outcomes bonuses, dual-language programs, and extended year summer programs for students
- Creates a "Do Not Hire" registry to protect children in the classroom
- Funds transportation at a rate of $1.00/mile and quadruples funding for building and equipping new facilities
- Directs more funds to schools with higher concentrations of under-served students, including dropouts, students in special education, and residential treatment facilities
- And more!



OVER $5 BILLION

IN PROPERTY TAX RELIEF

INCREASES THE STATE'S SHARE OF EDUCATION FUNDING *TO LOWER PROPERTY TAXES*

- Provides over $5 billion in statewide property tax relief
- Lowers school property tax rates by an average of 8 cents in 2020 and 13 cents in 2021
- Provides an additional 2.5% tax compression starting in 2021
- Ensures taxpayer dollars are used responsibly by requiring districts to conduct efficiency audits before going to voters with a tax increase
- Increases the state's share of education funding from 38% to 45%



$3.6 BILLION*

RECAPTURE REDUCTION

MODERNIZES OUTDATED SCHOOL FINANCE FORMULAS *TO REDUCE RECAPTURE*

- Reduces recapture payments by $3.6 billion, a 47% reduction this biennium
- Increases equity within the school finance system
- Gives ISDs the ability to keep more of the money they earn from their local property taxes

**Not an appropriation. The reduction in recapture is a cumulative effect of the $11.6B investment made in HB 3 to buy down property taxes and reform school finance formulas.*



$2 BILLION

FOR DYNAMIC TEACHER COMPENSATION

ENERGIZES TEACHER PAY & INVESTS IN PROGRAMS *TO PROMOTE TEACHER QUALITY*

- Compensates educators as true professionals by unleashing over $2 billion in dynamic pay raises for teachers, librarians, counselors, and nurses
- Creates a merit/incentive pay program for high-quality educators to receive additional pay
- Increases the minimum teacher salary schedule
- Invests in professional development and mentoring programs for new teachers

HOUSE BILL 3:

Meeting the educational needs of today's students and tomorrow's workforce.

#THETIMEISNOW

THE TEXAS HOUSE & SENATE PRESENT:

THE COMPENSATION COMPROMISE

INCREASING COMPENSATION FOR EDUCATORS

TYPE OF COMPENSATION	INVESTMENT PER BIENNIUM
Dedicated Funds for Raises	$1.6 Billion
TRS Contributions from House Bill 3	$510/educator
TRS Contributions from Senate Bill 12	$412/educator

INVESTING OVER $2 BILLION THIS BIENNIUM TO INCREASE COMPENSATION FOR TEACHERS, LIBRARIANS, COUNSELORS, AND NURSES, PRIORITIZING VETERAN EDUCATORS

DIRECTING FUNDS FOR EDUCATOR PAY INCREASES

- Over **$1.6 billion** per biennium dedicated to providing raises for teachers, librarians, counselors, and nurses, with an emphasis on retaining our veteran educators

WORKS WITH ADDITIONAL LEGISLATION TO PROVIDE A SECURE RETIREMENT

- **$510 per educator** in average retirement benefits through House Bill 3
- **$412 per employee** in average new retirement benefits through Senate Bill 12

INCENTIVIZES EDUCATORS & PROMOTES TEACHER QUALITY

- **$140 million** for a merit/incentive pay program that allows educators to earn additional money based on performance, experience, and merit
- **$30 million** annually for an extended year program that rewards teachers who work an additional 30 days in the summer
- **$8 million** for mentoring new teachers
- **$6 million** toward professional development for teachers in blended learning instruction

Judicial Pay Increase

District Judge	State Salary	Longevity Pay	Max County Supplement	Total Max Comp
Base Salary (0-4 yrs)	$140,000	$0	$18,000	$158,000
4-8 years	$154,000	$0	$18,000	$172,000
8+ years	$168,000	$0	$18,000	$186,000
12+ years (longevity)	$168,000	$8,400	$18,000	$194,400
COA Justice				
Base Salary (0-4 yrs)	$154,000	$0	$9,000	$163,000
4-8 years	$169,400	$0	$9,000	$178,400
8+ years	$184,800	$0	$9,000	$193,800
12+ years (longevity)	$184,800	$9,240	$9,000	$203,040
SC/CCA Justice/Judge				
Base Salary (0-4 yrs)	$168,000	$0	$0	$168,000
4-8 years	$184,800	$0	$0	$184,800
8+ years	$201,600	$0	$0	$201,600
12+ years (longevity)	$201,600	$10,080	$0	$211,680

CCAL Judge	Min County Salary (assuming max DJ supplement)*	Max County Salary
Base Salary (0-4 yrs)	$157,000	$193,400
4-8 years	$171,000	$193,400
8+ years	$185,000	$193,400
12+ years (longevity)	$185,000	$193,400

* Consistent with current law, CCAL minimum salary is $1,000 less than district judge salary from state and county sources.

SPC Judge	Min County Salary (assuming max DJ supplement)*	Max County Salary
Base Salary (0-4 yrs)	$158,000	$194,400
4-8 years	$172,000	$194,400
8+ years	$186,000	$194,400
12+ years (longevity)	$186,000	$194,400

* Consistent with current law, SPC minimum salary is equal to district judge salary from state and county sources.

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June 6, 2019

To: Urban Counties Policy Committee

From: Windy Johnson, Program Manager

Re: **HB 1 – General Appropriations Act**

Background:

The Texas Legislature approved a two-year budget of $250.7b, in addition to the $9.8b supplemental approved. The approved budget is a 16% increase over the 2018-19 session.

Funding contingent upon the enactment of House Bill 3 include: $6.5 billion for increased school funding, including: an increase to the Basic Allotment to $6,160, funding to provide salary increases to teachers, librarians, counselors, nurses and other school employees; full-day prekindergarten for eligible students; and major structural reforms to the school finance system. $5.0 billion for property tax relief through the compression of school district tax rates. Tier 1 tax rates are compressed to at least 93.0 percent, with additional compression beginning in fiscal year 2021 in districts where property value growth exceeds 2.5 percent.

In addition, the supplemental includes funding from the ESF for the following items: $100.0 million for school safety infrastructure enhancements, $10.9 million for school districts that experienced mass shootings, and $636.0 million in 2020–21 biennial costs attributable to Hurricane Harvey.

The Texas Department of Transportation was allocated a total of $31.1b including $27.2b for highway planning and design, right-of-way acquisition, construction, and maintenance. Additionally, there is $125m for transportation infrastructure grants for county roads impacted by oil and gas, and an additional $125m in the supplemental.

Throughout the 6 agencies, there is $7.8b provided for behavioral health. Included is $4.4b for children's mental health services and $2.5b which includes funding for community mental health services; mental health services for veterans; inpatient mental health services at state-owned and community hospitals; and substance abuse prevention, intervention, and treatment services. The supplemental also includes $447m for new state hospital construction.

All Funds for the Judiciary agencies total $892.3 million, which is an increase of $35.3 million, or 4.1 percent, from 2018–19. Funding of

$34 million provides for judicial compensation based on a tiered, tenure-based structure for district judges, appellate court judges, the state prosecuting attorney, and professional prosecutors.

Funding for the Secretary of State totals $84.4 million for the 2020–21 biennium, which is an increase of $16.3 million from 2018–19, largely due to the receipt of a federal grant and increased funding for primary election reimbursements and information technology projects. Funding provides $94.4 million, an increase of $28.0 million from current levels, for the Texas Indigent Defense Commission for grants to counties for indigent defense services. This includes $5.0 million for grants to public defender offices to develop a pilot project for the early identification and specialized representation of indigent defendants with mental illness.

Funding for the Texas Juvenile Justice Department for the biennium totals $656 million, a decrease of $5.1 million, or 0.8 percent. The decrease is attributable primarily to decreases in population projections, offset by increases in funding for juvenile correctional officers and regional diversion alternatives.

Recapitulation HB 1

	85th	86th	% Change
General	$106,663,236,326	$118,859,218,717	11%
General - D	$6,295,367,471	$6,189,628,689	-2%
Federal	$71,854,658,298	$86,438,477,739	20%
Other	$31,795,002,390	$39,164,809,585	23%
All Funds	**$216,608,264,485**	**$250,652,134,730**	**16%**

	85th All Funds	86th All Funds	% Change
Article I - General Government	$6,243,090,661	$7,429,998,621	19%
Article II - Health and Human Services	$78,871,657,229	$84,368,690,053	7%
Article III - Agencies of Education	$80,998,025,878	$83,006,839,311	2%
Article IV - The Judiciary	$830,594,100	$892,336,130	7%
Article V - Public Safety and Criminal Justice	$12,305,654,059	$16,040,281,191	30%
Article VI - Natural Resources	$4,454,841,820	$9,013,014,955	102%
Article VII - Business and Economic Development	$31,841,630,980	$37,057,123,775	16%
Article VIII - Regulatory	$675,252,755	$647,393,962	-4%
Article IX - General Provisions	$0	$11,804,380,599	
Article X - The Legislature	$387,517,003	$392,076,136	1%
	$216,608,264,485	**$250,652,134,733**	**16%**

SB 500	GR	Coastal Protection Acct.	Federal Funds	ESD
2019	$ 1,685,898,982	$ 2,000,000	$ 2,146,518,960	$ 4,967,741,593.00
2020				$ 899,000,000.00
2021				$ 261,000,000.00

Percentage Change from current biennium funding

	Article I General	85th GOA	Final HB 1	% Change
◆	Lateral Roads	14,600,000	14,600,000	0%
	Local Continuing Education Grants	12,000,000	12,000,000	0%
	Veterans Exemptions Assistance to Counties	6,500,000	20,000,000	208%
	Gross Weight Axle Reimb	33,905,550	34,000,000	0%
	911 Operations and Equip. Reimb	124,849,610	125,822,281	1%
	Disaster Funds	126,828,288	100,000,000	-21%
◆	Criminal Justice Grants	699,872,187	600,925,466	-14%
◆	County Essential Services Grants	4,644,964	2,340,666	-50%
	Economic Development and Tourism	429,041,476	534,159,759	25%
◆	Courthouse Grants	21,531,921	26,160,126	21%
	Historic Development Assistance Grants	3,533,218	3,512,718	-1%
◆	Aid to Local Libraries	7,221,409	8,890,039	23%
◆	Elections Process	8,555,022	11,849,700	39%
◆	Voter Registration Postage Reimb.	15,911,666	19,147,600	20%
	HAVA Election Equipment Funds / Security	8,379,954	17,243,589	106%
	Voter Registration	5,777,500	5,777,500	0%
	Article II Health & Human Services			
	CPS Prevention Delivery Staff	1,445,087,834	1,626,112,004	13%
	Child Abuse and Neglect Prevention	209,944,506	214,176,598	2%
	Mental Health Svc. Adults	714,901,392	764,100,202	7%
	Mental Health Svc. Children	166,081,934	184,635,596	11%
	Mental Health Crisis Svc.	321,413,746	343,263,746	7%
	Behavioral Health Waivers	103,351,235	104,599,388	1%
	Mental Health State Hospitals	875,536,372	898,738,275	3%
	Mental Health State Hospitals Construction	300,000,000	676,260,139	125%
	Mental Health Community Hospitals	243,830,476	270,620,452	11%
	Substance Abuse and Prevention	517,618,303	464,363,294	-10%
	EMS and Trauma Care	253,743,171	282,269,959	11%
◆	Indigent Health Care	1,758,251	1,758,251	0%
	Article IV Judiciary			
	Judicial and Court Personnel Training	23,878,485	27,383,764	15%
◆	Indigent Defense	66,435,712	94,435,712	42%
	Article V Public Safety and Criminal Justice			
	Jail Standards	1,885,207	2,092,306	11%
	TDCJ			
	Community Corrections	86,360,909	86,360,909	0%
	Alternatives to Incarceration	21,547,951	21,547,951	0%
	Court Diversion Program	246,569,016	250,569,016	2%
	TJJD			
	Prevention and Intervention	6,024,354	6,024,354	0%
	Basic Probation Supervision	71,693,924	73,603,421	3%
	Community Programs	88,859,791	89,359,791	1%
	Pre and Post Adjudication Facilities	49,564,314	49,564,314	0%
	Regional Diversion Alternatives *	18,585,963	21,585,963	16%
	Probation System Support	5,898,993	5,775,234	-2%
	Article VI Natural Resources			
♦	Local Park Grants	37,356,848	36,132,685	-3%
♦	Boating Access and Recreational Trails Grants	35,024,624	17,674,686	-50%
	TERP	154,739,737	154,739,737	0%
	Solid Waste Management Planning Grants	19,355,380	19,550,442	1%
	Article VII Business & Economic Development			
	Automobile Burglary and Theft Grants	25,671,702	25,671,702	0%
♦	TxDot Contracted Planning and Design	1,528,921,601	956,919,344	-37%
	TxDot Right of Way Acquisition	1,698,665,034	1,713,687,748	1%
	Transportation Infrastructure Fund	-	125,000,000	100%

1 - LIRAP/LIP funds were vetoed by the Governor in the 85th.

♦ Budget strategies with direct impact on county budgets

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
	Art. I - General Government				
Fiscal Programs - Comptroller of Public Accounts	**Lateral Road Fund Districts:**These funds are allocated from the state motor fuel tax. The funds are to be used for improvements or construction on county lateral roads (Transportation Code 256.002).	$ 14,600,000	$ 14,600,000		0%
	Gross Weight/Axle Fee Distribution: This fund is dedicated to counties for partial reimbursement for overweight truck road damage. (Transportation Code 621.353) Estimated. Strategy A.1.10	$ 33,905,550	$ 34,000,000		0%
	Disabled Veterans Assistance Payments: Property tax relief for disabled veterans; offset payments to eligible cities and counties. Strategy A.1.12	$ 6,500,000	$ 20,000,000		208%
	Mixed Beverage Tax Reimbursement: Reimbursements to counties and incorporated municipalities from mixed beverage tax collections (Tax Code 183.051). Estimated. Strategy A.1.2	$ 445,467,000	$ 492,855,000		11%
	County Taxes - University Lands: Payment of county taxes on university lands. Estimated. Strategy	$ 14,434,483	$ 15,747,708		9%
	Law Enforcement Education Funds: These funds may be used to pay for continuing education for law enforcement personnel. The funds are allocated to the county based on the number of law enforcement personnel. Strategy A.1.7	$ 12,000,000	$ 12,000,000		0%
Commission on State Emergency Communications	**9-1-1 Services:** Grants and assistance to local governments via RPCs as they develop and implement regional plans and maintenance for 9-1-1 services. Includes NEXT Gen 9-1-1 Implementation. Strategy	$ 124,849,610	$ 125,822,281		1%
Texas Emergency Services Retirement System (TESRS)	**TESRS:** TESRS was created to administer the pension fund by SB 220 during the 83rd Legislature. TESRS previously existed as a pension fund under the auspices of the Office of the Firefighters' Pension Commissioner. Goal A	$ 4,091,420	$ 4,091,420		0%
Trusteed Programs within the Office of the Governor	**Disaster Funds:** Helps cover the cost of the 25 percent match required for FEMA local disaster grants. Strategy A.1.1	$ 126,828,288	$ -	$ 100,000,000	-21%
	Criminal Justice: Grants to local entities, non-profit organizations, and independent school districts for a variety of criminal justice related projects. Strategy B.1.1	$ 699,872,187	$ 600,925,466		-14%
	County Essential Services Grant: Funds for counties with unanticipated and extraordinary expenses, generally criminal justice related. Strategy B.1.2	$ 4,644,964	$ 2,340,666		-50%
	Drug Court Grants: Funding for those counties that would like to implement a drug court. Rider 12; Dedicated Acct. No. 5174 [Strategy B.1.1, Criminal Justice Grants]	$ 4,000,000	$ 4,000,000		0%
	Border Security Operations: For border prosecution grants. Rider 18 [Strategy B.1.3, Homeland	$ 12,000,000	$ 15,126,000		26%
	Internet Crime Against Children Task Forces: Grant funds to prevent and stop internet crimes against children, with priority given to local government programs that prevent technology-facilitated exploitation. [Strategy B.1.1, Criminal Justice Grants] Rider 19	$ 1,600,000	$ 1,600,000		0%
	Grants for Local Border Security: To fund grants to local law enforcement agencies to support Operation Border Star. The grant funds may also be awarded for the humane processing of the remains of undocumented migrants. [Strategy B.1.3, Homeland Security] Rider 20	$ 10,200,000	$ 10,200,000		0%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
	Truancy Prevention Court Cost: Grants to justice, municipal, and constitutional county courts to establish a new juvenile case manager in a jurisdiction that does not already have a juvenile case manager. Dedicated Acct No.5164 [Strategy B.1.1, Criminal Justice Grants] Rider 21	$ 6,193,872	$ 6,193,872		0%
	Anti-Gang Programs: Grants for anti-gang activities. Rider 23 [Strategy B.1.1, Criminal Justice Grants]	$ 10,200,000	$ 14,200,000		39%
	Child Sex Trafficking Prevention Unit: Operating costs for the Unit, and victim service grants. Rider 24 [Strategy B.1.1, Criminal Justice Grants]	$ 5,668,300	$ 4,408,300		-22%
	Grants for Technology Infrastructure: To provide grants to local law enforcement agencies for upgrading technology infrastructure to implement incident based reporting. Rider 26; Dedicated Acct No. 5153 [Strategy B.1.1, Criminal Justice Grants]	$ 11,300,000	U/B		
	Bullet Resistant Vests: To fund grants to local law enforcement agencies and/or to DPS for the purchase of bullet-resistant personal body armor compliant with the National Institute of Justice standard for rifle protection. Rider 27 [Strategy B.1.1, Criminal Justice Grants]	$ 25,000,000	$ 5,000,000		-80%
	Evidence Testing : Grants for local law enforcement agencies or counties for testing evidence collected for sexual assault or other sex offenses. Rider 29; Dedicated Acct. No. 5170 [Strategy B.1.1, Criminal Justice Grants]	$ 2,200,000	$ 2,200,000		0%
	Grants to Sexual Assault Forensic Exam (SAFE)-Ready Facilities: Not to exceed (NTE) $50,000 per facility in any FY. Rider 30 [Strategy B.1.1, Criminal Justice Grants] **NEW**	$ -	$ 6,000,000		
	Grants to Border Zone Fire Departments: Grants in FY 2020 to professional fire departments in the border region to assist in the acquisition of specialized equipment, maintenance and medical supplies to support emergency services associated with deterring crimes in the border area (as defined in Art. IX, Sec. 7.11). Rider 32 [Strategy B.1.1, Criminal Justice Grants] **NEW**	$ -	$ 1,000,000		
	Grants for Testing of Forensic Evidence: Grants to reimburse District Attorneys for costs associated with the testing of forensic evidence. Rider 33 [Strategy B.1.1, Criminal Justice Grants] **NEW**	$ -	$ 2,000,000		
	Grants for County Jail Medication-assisted Treatment for Opioid and Alcohol Dependence: for a pilot project with the purpose of providing inmates in Texas county jails access to Federal Drug Administration-approved, evidence-based medication assisted treatment for opioid and alcohol dependence. Rider 34 [Strategy B.1.1, Criminal Justice Grants] **NEW**	$ -	$ 1,000,000		
	Prostitution Prevention Programs: Grants to counties for the implementation of prostitution prevention programs. Rider 35 [Strategy B.1.1, Criminal Justice Grants]	$ 2,921,000	$ 3,500,000		20%
	Economic Development/Tourism: Loans to local economic development corporations that assist local regions and communities with economic growth and development through job creation and capital investment. Strategy C.1.1	$ 429,041,476	$ 534,159,759		25%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
Historical Commission	**Courthouse Preservation:** Grants to counties for the renovation and rehabilitation of historic courthouses. Strategy A.1.3	$ 21,531,921	$ 1,160,126	$ 25,000,000	21%
	Development Assistance Programs: Grants to cities and counties that promote economic development through historic preservation. Strategy A.2.1	$ 3,533,218	$ 3,512,718		-1%
Library and Archives Commission	**Aid to Local Libraries:** Funding for the Loan Star Libraries grants for public library service enhancements, including the Texas Reads Grants for literacy programs and Library System Negotiated Grants for regional library system initiatives. Strategy A.1.2	$ 7,221,409	$ 8,890,039		23%
Secretary of State	**Elections Administration:** Maintain Uniformity & Integrity of Elections; Oversee Election Process. Strategy B.1.1	$ 8,555,022	$ 11,849,700		39%
	Primary Funding/VR postage Election financing; VR Postal Payment services. Strategy B.1.2.	$ 15,911,666	$ 19,147,600		20%
	Elections Improvement (HAVA): Provides for elections improvements for equipment that meets voting systems standards; provisional voting; statewide voter information for election officials, poll workers, and election volunteers. Strategy B.1.4 (Federal Funds/restrictions on use - match required)	$ 8,379,954	$ 17,243,859		106%
	Financing Voter Registration: Payments to Counties for Voter Registration. Strategy B.1.5.	$ 5,777,500	$ 5,777,500		0%
Veterans Commission	**Veterans Assistance Grants:** Provides grants to non-profits or local governments to provide direct services to TX veterans and their families. Strategy B.1.1	$ 28,006,589	$ 26,157,438		-7%
	Housing for Texas Heroes: Provides grants to non-profit or local governments providing temporary or permanent housing to TX veterans and their families. Strategy B.1.2	$ 10,832,000	$ 12,132,000		12%
	Veterans Treatment Courts: The FVA provides grants to units of local government that provide veterans, with services through Veteran Treatment Court programs with funds from the Fund for Veterans' Assistance and other funding provided by the legislature. Strategy B.1.3	$ 4,755,000	$ 5,000,000		5%
	Art. II - Health & Human Services				
Department of Family & Protective Services	**CPS Direct Delivery Staff:** Child Protective Investigations (CPI) investigates reports of child abuse and neglect to protect children from harm now and in the future. CPI and Child Protective Services (CPS) work to strengthen and stabilize families so they can safely care for their children at home. Strategy	$ 1,445,087,834	$ 1,626,112,004		13%
	Child Abuse and Neglect Prevention Program: Prevention and Early Intervention Programs, Goal C	$ 209,944,506	$ 214,176,598		2%
Health and Human Services Commission	**Mental Health Svcs-Adults:** Contracts with Community Mental Health Centers to deliver MH services in communities across Texas. Strategy D.2.1	$ 714,901,392	$ 764,100,202		7%
	Mental Health Svcs-Children: Funding for children in need of MH services. Strategy D.2.2	$ 166,081,934	$ 184,635,596	$ 2,000,000	12%
	Mental Health Crisis Svcs: Funding to address mental health and substance abuse crisis. Strategy D.2.3	$ 321,413,746	$ 343,263,746	$ 5,500,000	9%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
	Mental Health State Hospitals: Demand for inpatient psychiatric treatment is greater than existing capacity for services, specifically related to forensic services in maximum security units. This has led to growing waiting lists for forensic services. Additionally, state hospital infrastructure is aging and, at times, has led to reductions in capacity. Strategy G.2.1	$ 804,133,888	$ 898,738,475		12%
	Mental Health Community Hospitals: These facilities provide an alternative to persons leaving their local community for inpatient treatment at a state hospital. Some community hospitals are teaching hospitals. In some of these hospitals, the involvement of medical schools is essential to the provision of svcs. The availability of local community beds addresses the demand for both civil and forensic inpatient state hospital treatment. Strategy G.2.2	$ 243,830,476	$ 270,620,452	$ 33,700,000	25%
	Behavioral Health Waivers/Amendments: The NorthSTAR program provides behavioral healthcare svcs (mental health and chemical dependency) to persons in Collin, Dallas, Ellis, Hunt, Kaufman, Navarro, and Rockwell counties. Strategy D.2.5	$ 103,351,235	$ 104,599,388		1%
	Substance Abuse Services: Providing effective and timely substance use treatment mitigates various social challenges, such as involvement with the criminal justice system, avoidable hospitalizations, and potential involvement with Child Protective Services. Strategy D.2.4	$ 517,618,303	$ 464,363,294		-10%
	Indigent Health Care Reimbursement (UTMB): Health care for the uninsured and indigent in Texas. Strategy D.3.1	$ 878,886	$ 878,886		0%
	County Indigent Health Care Svcs: Counties are required to offer basic health services to indigent residents as the payers of last resort. Once a county spends 8% of its General Revenue tax levy (GRTL) on indigent care, the county can then request state matching funds. Strategy D.3.2	$ 1,758,251	$ 1,758,251		0%
	New Construction of State Hospitals and Other Inpatient MH Facilities: Capital Budget Item. [Strategy G.4.2, Facility Capital Repairs & Renovation]	$ 300,000,000	$ 230,905,776	$ 445,354,363	125%
	MH for Veterans Grant Program - Community mental health programs for veterans. (Rider 61)	$ 10,000,000	$ 20,000,000		100%
	MH Grant Program for Justice Involved Individuals - Grant program to reduce recidivism, arrest, and incarceration among individuals with mental illness. (Rider 62) (SB 292 85th Session)	$ 37,500,000	$ 50,000,000		33%
	MH Jail Diversion Program in Harris County (Rider 62)		$ 10,000,000		
	Community Mental Health Services - Eliminate the waitlist for children and adults (Rider 63)	$ 62,673,000	$ 59,055,770		-6%
	Substance Abuse Treatment Services - Reduce substance abuse treatment for pregnant women and women with children. (Rider 64)		$ 28,634,844		
	Recovery Focused Clubhouses -The goal of the program is to improve a person's ability to function successfully in the community through involvement in a peer-focused environment. (Rider 65)	$ 10,844,184	$ 12,964,051		20%

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Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
	Mental Health Grant Program - The purpose of the grant program is to provide matching grants to support community mental health programs providing services and treatment to individuals experiencing mental illness. - (Rider 68) (HB 13 85th Session)	$ 30,000,000	$ 40,000,000		33%
Department of State Health Services	**EMS and Trauma Care Systems:** Provides EMS certifications, including funding for local project grants. Strategy B.2.1	$ 253,743,171	$ 252,269,959	$ 30,000,000	11%
	Art. III - Education				
Texas Education Agency	**FSP - Equalized Operations:** Foundation School Program - Equalized Operations	$41,579,400,000	$42,050,428,623		1%
	Rider 3: assumed increases in property values, and the estimates of local tax collections on which they are based, as estimated by the Comptroller of Public Accounts, of 5.76 percent for tax year 2019 and by 4.01 percent for tax year 2020.				
Sam Houston State University	**Law Enforcement Management Institute Acct No. 581:** Estimated Appropriation Authority Strategy	$6,948,255	$7,309,546		5%
	Correctional Mgmt. Institute of TX Acct No. 5083: Estimated Appropriation Authority Strategy C.2.4	$2,800,224	$4,569,000		63%
Texas A&M Forest Service	**Volunteer Fire Dept. Acct 5064:** Grant programs to local volunteer fire departments (cities and counties) – providing them with equipment and training. Strategy B.1.2	$48,103,097	$38,459,293		-20%
	Wildfire Emergency Funds: Emergency Wildfire Reimbursement - Supplemental Appropriation. Strategy B.1.4			$ 54,909,580	
UNT Health Science Center at Fort Worth	**Forensic Laboratory:** Conducts blood and DNA tests associated with paternity testing for the Office of Attorney General, and services for other entitles approved by the UNT Health Science Center. [Strategy	$5,791,292	$5,791,292		0%
	Texas Missing Person and Human Identification Program: [Strategy D.2.3]	$2,122,664	$2,122,664		0%
	Art. IV - Judiciary				
Court of Criminal Appeals	**Judicial and Court Personnel Training:** Provides for the continuing legal education of judges & court personnel. Strategy B.1.1	$23,878,485	$27,383,764		15%
Office of Court Administration	**Indigent Defense**: State funding to assist counties in providing quality legal representation in a cost-effective manner. Strategy D.1.1	$66,435,712	$94,435,712		42%
Judiciary Section, Comptroller's Department	**District Judges:** State-funded salaries for approx. 472 judges in courtrooms across the state. Estimated. Strategy A.1.1	$134,134,524	$135,114,524		1%
	Constitutional County Judge: A county judge is entitled to an annual salary supplement from the state of $15,000 if at least 40 percent of the functions that the judge performs are judicial functions (Govt. Code 26.006). Estimated. Strategy C.1.1	$11,255,594	$11,255,594		0%
	Statutory County Judge 573 Supplement: Govt. Code 25.0015. Estimated. Strategy C.1.2	$41,080,490	$41,374,490		1%
	Statutory Probate Judge Supplement: Govt. Code 25.0021. Estimated. Strategy C.1.3	$2,739,572	$2,739,572		0%
	District Attorney - Salaries: Help defray the salaries and expenses of the office (Govt. Code 41.013). Estimated. Strategy B.1.1	$1,483,454	$1,483,454		0%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
	Professional Prosecutors Salaries: Govt. Code 46.002, 46.003, 46.005 Estimated Strategy B.1.2	$43,595,937	$43,595,937		0%
	Felony Prosecutors Salaries: Govt. Code 44.220, 45.175, 45.280 Estimated Strategy B.1.3	$681,070	$681,070		0%
	Prosecutors, Subchapter C: Govt. Code 43.180 (Harris), and 41.201(1) Strategy B.1.4	$272,046	$272,046		0%
	Asst. Prosecutor Longevity Pay: These funds are used to supplement the pay of assistant district attorneys that have at least four years of lifetime service credit as an assistant prosecutor. Strategy	$8,769,700	$9,365,246	$ 546,589	13%
	County Attorney Supplement: Govt. Code 46.0031, Strategy D.1.2	$12,066,669	$12,066,669		0%
	Special Prosecution Unit - Walker County: Strategy D.1.4	$10,453,757	$10,855,663		4%
	Juror Pay: Used to reimburse counties for the cost of juror services. Estimated. Strategy D.1.7	$21,763,400	$21,763,400		0%
	Indigent Inmate Defense: Code of Criminal Procedure 26.051(i). Estimated. Strategy. D.1.8	$108,895	$108,895		0%
	Cost of Extraordinary Prosecution: Strategy D.1.9	$1,306,750	$10,000		-99%
Special Provisions - Judiciary	**Sec. 9 Contingent on House Bill 2384 (Judicial Salary Increase).** Funding of $31.3 million provides for a 10.0 percent increase for judges and those statutorily linked to state district judge pay contingent on the enactment of House Bill 2384, or similar legislation relating to judicial compensation by the Eighty-sixth Legislature, 2019. If House Bill 2384, or similar legislation, is not enacted, all judicial salaries will continue to be funded at the same level included in the Eighty-fifth Legislature, General Appropriations Act, 2018–19 Biennium. The last judicial salary increase was provided during the 2014–15 biennium		See Attached		
	Art. V - Public Safety & Criminal Justice				
Department of Criminal Justice	**Basic Supervision:** State aid to the local community supervision and corrections department (CSCD) to pay for misdemeanor probation funding - primarily staff and departmental operations. (Health Insurance is now accounted for separately) Strategy A.1.1	$140,142,048	$136,912,473		-2%
	Probation Insurance: Insurance Contributions for Local CSCD employees. Estimated (Art. I, Employee Retirement System, Strategy B.1.2)	$129,495,204	$143,136,883		11%
	Diversion Program: Residential treatment and rehabilitation programs for offenders in lieu of incarceration in jail or prison. Strategy A.1.2	$246,569,016	$250,569,016		2%
	Community Corrections: Treatment and rehabilitation of offenders in the community, including some special needs programs and restitution programs. Strategy A.1.3	$86,360,909	$86,360,909		0%
	Treatment Alternatives to Incarceration: Community based programs targeted to treating offenders in community in lieu of revoking to jail or prison. Without funding to TAIP (Treatment Alternatives to Incarceration Program), counties are likely to experience increased recidivism, unemployment, child support arrears and probation revocations. Strategy A.1.4	$21,547,951	$21,547,951		0%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
	Special Needs Projects Programs and Services: The Texas Correctional Office on Offenders with Medical or Mental Impairments coordinates with the Department of State Health Services, county and municipal jails, and community mental health and mental retardation centers to establish methods for the continuity of care for pre- and post-release activities of defendants who are returned to the county of conviction after the defendant's competency has been restored. Strategy B.1.1	$50,732,173	$55,172,545		9%
	Academic/ Vocational Training: Provides TDCJ inmates with education and skills training so they will be better qualified in the workforce upon release from prison. Strategy C.2.2	$3,838,088	$5,838,088		52%
	In-Prison Treatment: Provides treatment to incarcerated offenders, including drug/alcohol and special needs programs. Strategy C.2.5	$65,419,087	$65,419,087		0%
	Substance Abuse Felony Punishment: The Substance Abuse Felony Punishment Facility (SAFP) program is an intensive 6-month (9-month for special needs offenders) program with 3 phases for offenders with crime related substance abuse problems. Strategy C.2.4	$99,441,070	$99,996,966		1%
	Operate Parole: (Goal F) Without adequate funding for parole supervision, department operations and programs, counties can anticipate increased crime and parole revocation proceedings, increased jail populations and increased demands on the court system.	$364,573,703	$366,179,188		0%
	Payments to District Clerks: Payments to District Clerks in counties with 4 or more TDCJ correctional facilities are allocated $12,000 per fiscal year in equal monthly installments for costs incurred in filing TDCJ inmate correspondence.[Out of appropriated funds] Rider 52	$24,000	$24,000		0%
	Harris County Community Corrections Facility: Rider 53 [Strategy A.1.2, Diversion Programs]	$12,000,000	$12,000,000		0%
	Pretrial Diversion Grant Programs: Grant preference for CSCDs that expand pretrial programs to state jail felony offenders - no specific dollar allocation. Rider 65 [Strategy A.1.2, Diverson Programs]	$6,341,305	$6,341,305		0%
Commission on Jail Standards	**Jail Standards: (Goal A)** The inspection and enforcement of county jails.	$1,885,207	$2,092,306		11%
	Prisoner Safety Grants: Grants to county jails for capital improvements associated with prisoner safety . Strategy C.1.1 [GR-Dedicated Acct No. 5172]	$1,128,390	$129,290		-89%
Texas Juvenile Justice Department	**Juvenile Justice Alternative Education Program:**The Juvenile Justice Alternative Education Program (JJAEP) funding provides reimbursement to the juvenile board of counties with a population of 125,000 or greater who are required to operate a JJAEP per Chapter 37 of the Texas Education Code (TEC). Counties are reimbursed at the rate of $96 per day for each mandatory student attendance day (as defined in TEC 37.007). Also $3 million is eligible for summer school, if sufficient funds are available at that time of the fiscal year. Strategy A.1.6	$12,500,000	$12,500,000		0%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
	Prevention and Intervention: Section 203.0065 of the Texas Human Resources Code specifies that TJJD will provide prevention and intervention programs and services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system. Strategy A.1.1	$6,024,354	$6,024,354		0%
	Basic Probation Supervision: This strategy is the foundation of the state's financial aid to 166 juvenile probation departments across the state per Human Resource Code Chapter 223. This strategy ensures basic probation services are provided to all Texas counties. Strategy A.1.2	$71,693,924	$73,603,421		3%
	Community Programs: This strategy contains funding for a range of community-based programs, as well as three specific programs within Probation and Community Services: (1) the Mexico Border program, providing funding for specialized programs and services along the Texas-Mexico border, (2) funding for the Title IV-E (Federal Foster Care) of the Social Security Act reimbursement, covering approximately half the cost of residential placement and related administrative expenses for programs meeting strict guidelines and providing services to eligible children referred to juvenile probation departments; and (3) the Special Needs Diversionary Program (SNDP), providing specialized treatment	$88,859,791	$89,359,791		1%
	Pre and Post Adjudication Facilities: County or contracted post adjudication beds and programs are used to provide rehabilitative services to youth. These programs allow the youth to remain closer to home. Strategy A.1.4	$49,564,314	$49,564,314		0%
	Commitment Diversion: Provides funding to local juvenile probation departments to ensure well-structured and innovative community-based alternatives to the committing of juveniles to state-operated secure correctional facilities. This strategy also is designed to provide external placement and local facility resources to juvenile probation departments for the placement of juvenile offenders in secure and non-secure settings who have been assigned by a county juvenile court order. Strategy	$38,985,000	$38,985,000		0%
	Mental Health Services Grants: This strategy provides funding to local juvenile probation departments to increase and to supplement existing mental health services, programs, and placements to juveniles under their jurisdiction, including juveniles in pre- or post- adjudication facilities and in community	$28,356,704	$28,356,704		0%
	Regional Diversion Alternatives: Regionalization is a new initiative from the 84th Legislature that seeks to avoid youth commitment to TJJD by improving access to and State support of local probation programs and services, while enhancing collaboration and cooperation across probation departments in the development and delivery of those programs and services. Strategy A.1.8	$18,585,963	$21,585,963		16%
	Harris County Leadership Academy: The Harris County Juvenile Probation Department provides a highly structured environment utilizing appropriate methodologies to instill juvenile discipline, enhance academic performance, build self-esteem and reduce recidivism. Rider 35 [Strategy A.1.4, Pre and Post Adjudication Facilities]	$2,000,000	$2,000,000		0%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
Department of Public Safety	**Emergency Management (TDEM):** One of the missions of TD EM is to administer a comprehensive emergency management program. Goal D (includes FEMA funds)	$6,719,363,169	$3,503,535,449	$ 3,130,000,000	-1%
	Crime Laboratory Services: The Crime Laboratory Service, including the Breath Alcohol Test Program and the state Combined DNA Index System (CODIS), provides forensic laboratory services available for all law enforcement agencies in the state at no cost to the submitter. Strategy E.1.1	$71,266,865	$123,686,052	$ 5,770,426	82%
	Drivers License Services: Public safety is promoted by issuing driver licenses (DLs) and ID cards (IDs) and verifying identity, lawful presence and residency at Driver License Offices. A Customer Service Center (CSC) provides services by informing customers about DL and ID issuance, driver records and suspe nsion/reinstatement of driving privileges. Strategy F.1.1	$243,628,824	$455,758,014		87%
	Art. VI - Natural Resources				
Parks & Wildlife Department	**Local Park Grants:** Funds provide 50% matching grants to local governments and other entities authorized by provisions in the Texas Parks and Wildlife Code, Chapter 24. Strategy B.2.1	$37,356,848	$36,132,685		-3%
	Boating Access and Other Grants: Funding for Recreational Trails, Community Outdoor Outreach, Boating Access and other grants. Recreational Trails Grants provide 80% matching funds (maximum $200,000) to build trails in local communities.This program receives federal funding from the National Recreational Trail Fund. Strategy B.2.2	$35,024,624	$17,674,686		-50%
	Enforcement Programs: Wildlife, Fisheries and Water Safety Enforcement. Funding for Game Wardens. Strategy C.1.1	$134,643,991	$120,894,583		-10%
Railroad Commission	**Oil and Gas Well Plugging and Remediation:**Strategy C.2.1	$106,357,760	$109,291,152		3%
Commission on Environmental Quality	**Texas Emissions Reduction Plan (TERP)**: TERP was established in 2001 by the 77th Legislature, to reduce nitrogen oxides (NOx) and other emissions from heavy-duty on-road vehicles and non-road equipment by providing grants and rebates for voluntary upgrades and replacements, including school buses. Strategy A.1.1, **Rider 20**	$154,739,737	$154,739,737		0%
	Local initiatives projects (LIP): Counties that participate in vehicle emissions inspection and maintenance programs are eligible to use these funds to establish a Local Initiative Project (LIP). The amount of LIP funding awarded is based upon the county's participation in the inspection and maintenance programs of each county. Strategy A.1.1, Rider 23	VETOED			
	Low-Income Vehicle Repair Assist. Program (LIRAP): This program offers financial assistance to low-income vehicle owners whose vehicles fail the emissions inspection test. Qualified participants receive a voucher for repairs or assistance towards the cost of a replacement vehicle that meets emissions standards if they retire their old vehicle. Strategy A.1.1, Rider 23	VETOED			
	Waste Management: Section 361.014(b) of the Health and Safety Code requires TCEQ to provide grants to COGs for local and regional municipal solid waste planning and management activities. Strategy	$19,355,380	$19,550,442		1%

86th Legislature State Budget - Items of Interest to Counties

Article/Agency	Program Name/Strategy	85th GAA (2018-19 Base)	Adopted HB 1 2020-2021	SB 500 (House) 2020-2021	
Article VII - Business & Economic Development					
Department of Motor Vehicles	**Automobile Burglary & Theft Grants:**Provides grants to law enforcement jurisdictions to support motor vehicle theft and burglary enforcement teams and non-profit organizations designed to reduce the incidence of motor vehicle theft and burglary. Strategy B.2.1	$25,671,702	$25,671,702		0%
	Capital Budget Item: Technology Replacement & Upgrades - Regional support for county tax assessor-collector offices.		U/B		
Department of Transportation	**Contracted Planning & Design:** Provides funding for all aspects of structural planning, design, review, construction and inspection of bridges. Strategy A.1.2	$1,528,921,601	$956,919,344		-37%
	Right of Way Acquisition: Provides funding to build, widen and enhance roads. Strategy A.1.3	$1,698,665,034	$1,713,687,748		1%
	Transportation Infrastructure Fund: Grants for transportation infrastructure projects for oil and gas impacted roads. Rider 47		$125,000,000		

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June 6, 2019

To: Urban Counties Policy Committee

From: Windy Johnson, Program Manager

Re: **SB 500 - State Supplemental Funding**

Background:

SB 500, the State Supplemental Appropriations legislation included $9.8b in all funds; $1.6b in GR, $2.1 in Federal Funds, and $6b in ESF.

Key items include:

- $4.1b for Medicaid Shortfall;
- $445m for State Hospital Improvements;
    - $90M for construction of 100 bed facility at Rusk State Hospital;
    - $165m to begin construction of a 240 bed campus of Austin State Hospital; and
    - $190m to begin construction for a 300 bed replacement facility at San Antonio State Hospital.
- $110m for School Hardening and Safety; and
- $100m for the Governors Disaster Grant Program;
- $150m Transportation Infrastructure Grants
- More than $3b for Harvey Related Expenses including:
    - $840m to Water Development Board, flood infrastructure
    - $365m for FEMA Grants Matching Funds; and
    - $273m FEMA Mitigation Grants;
    - $200m US Army Corps of Engineers; and
    - $150m Soil and Water Board: Dams Infrastructure.

SB 500

Fiscal Note	GR	GR-D Coastal Protection Acct.	Federal Funds	ESF
2019	$ 1,685,898,982	$ 2,000,000	$ 2,146,518,960	$ 4,967,741,593
2020	$ (210,981,159)			$ 899,000,000
2021				$ 261,000,000
3YR Totals	$ 1,474,917,823	$ 2,000,000	$ 2,146,518,960	$ 6,127,741,593

	SB 500 - Conference Committee Report	Increase	Decrease	MOF
Sec. 1	Texas Tomorrow Fund (ESF)	$ 210,981,159		ESF
Sec. 2	Facilities Commission		$ (22,589,128)	GR
Sec. 3	Public Finance Authority		$ (35,078,954)	GR
Sec. 4	Office of the AG		$ (21,799,752)	GR
Sec. 5	Disaster Grants	$ 100,000,000		ESF
Sec. 7	Library & Archives: Renovating Promontory Point	$ 4,400,000		GR
Sec. 8	National Museum of Pacific War	$ 2,149,600		ESF
Sec. 9	Courthouse Preservation Grants	$ 25,000,000		ESF
Sec. 10	Historical Comm. Deferred Maintenance	$ 2,886,250		ESF
Sec. 11	Levi Jordan Plantation	$ 2,000,000		ESF
Sec. 12	DFPS: Foster Care	$ 88,585,541		GR
Sec. 13	DFPS: Relative Caregiver Payments	$ 6,833,593		GR
Sec. 13(b)	TANF		$ (8,481,040)	Fed
Sec. 14	DFPS: Day Care	$ 5,000,000		Fed
Sec. 15	DFPS: Purchased Client Services	$ 21,251,844		GR
Sec. 16	DSHS: Newborn Screening	$ 7,927,458		GR
Sec. 17	DSHS: Emergency Generator	$ 12,000,000		ESF
Sec. 18	DSHS: Trauma Capacity and Infrastructure	$ 17,000,000		ESF
Sec. 19	HHSC: Medicaid Shortfall	$ 4,150,000,000		GR/Fed
Sec. 20	HHSC: Children's Hospital Rate Increase	$ 50,000,000		GR
Sec. 21	HHSC: Replace Harvey Funds	$ 110,000,000		ESF
Sec. 22	HHSC: State Hospital Construction	$ 445,354,363		ESF
Sec. 23	HHSC: Reduction		$ (2,000,000)	ESF
Sec. 24	HHSC: Transfers			
Sec. 25	HHSC: Healthy Women Program	$ 10,300,000		GR
Sec. 26	HHSC: Mental Health State Hospitals	$ 31,700,000		GR
Sec. 27	HHSC: ECI	$ 1,500,000		GR
Sec. 28	HHSC: SSLC	$ 10,100,000		GR
Sec. 29	HHSC: Repurpose of expenditures			
Sec. 30 (a)	TEA: FSP Equalized Operations		$ (903,300,000)	GR
Sec. 30 (b)	TEA: FSP (informational only)	$ 21,495,735,602		
Sec. 31	TEA: Special Ed	$ 219,554,812		ESF
Sec. 32	TEA: Post disaster school safety	$ 10,930,000		ESF
Sec. 33	TEA: School Safety	$ 100,000,000		ESF
Sec. 34	TEA: Hurricane Harvey	$ 1,442,500,000		ESF
Sec. 35	TEA: High School Diploma	$ 37,657		GR
Sec. 36	UT: Marine Science Institute	$ 10,200,000		ESF
Sec. 37	UH: Hurricane Harvey	$ 20,288,883		ESF
Sec. 38	UH: Clearlake Harvey	$ 83,668		ESF
Sec. 39	UH: Downtown Harvey	$ 4,000,000		ESF
Sec. 40	UH: Victoria Harvey	$ 1,703,828		ESF
Sec. 41	TSU: Steam Tunnel Maintenance	$ 16,000,000		ESF
Sec. 42	Lamar U: Hurricane Harvey	$ 1,418,585		ESF
Sec. 43	Lamar IT: Hurricane Harvey	$ 1,312,657		ESF
Sec. 44	Lamar State: Hurricane Harvey	$ 406,112		ESF
Sec. 45	Lamar State: Hurricane Harvey	$ 6,319,458		ESF
Sec. 46	Texas State: Demolition	$ 29,644,640		GR
Sec. 47	Texas A&M Forest Service - Harvey	$ 2,458,240		ESF
Sec. 48	Texas A&M Forest Service - Wildfires	$ 54,909,580		ESF
Sec. 49	Kilgore College: Higher Ed Group Insurance	$ 1,238,238		GR
Sec. 50	Lone Star College: Harvey	$ 13,100,000		ESF
Sec. 51	Judiciary: Visiting Judges Program	$ 400,000		GR
Sec. 52	Judiciary: Longevity Pay	$ 523,295		GR
Sec. 53	TDCJ: Surveillance Cameras	$ 26,000,000		ESF
Sec. 54	TDCJ: IT System	$ 24,164,000		ESF
Sec. 55	TCCJ: Facilities	$ 54,000,000		ESF
Sec. 56	TDCJ: Managed Healthcare	$ 190,000,000		GR
Sec. 57	TDCJ: Replace Harvey Funds	$ 38,600,000		ESF
Sec. 58	TDCJ: Overtime Pay	$ 30,000,000		GR
Sec. 59	TJJD: Surveillance Cameras	$ 7,547,000		ESF
Sec. 60	DPS: Helicopter	$ 6,229,489		ESF
Sec. 61	DPS: Crime Laboratories	$ 5,770,426		GR
Sec. 62	DPS: Harvey	$ 96,954,409		ESF
Sec. 63	TCEQ: Expedited Permits (all fee revenue)			
Sec. 64	TCEQ: Litigation expenses	$ 1,400,000		GR
Sec. 65	TCEQ: Capital Expenditures	$ -		GR/GRD
Sec. 66	GLO: Hurricane Harvey	$ 25,742,927		ESF

	SB 500 - Conference Committee Report	Increase	Decrease	MOF
Sec. 67	GLO: Vessel Removal	$ 2,000,000		GRD
Sec. 68	GLO: Rebuild Housing		$ (48,600,000)	GR
Sec. 69	GLO: Army Corps	$ 200,000,000		ESF
Sec. 70	Parks: Battleship Texas	$ 35,500,000		GR
Sec. 71	Parks: Hurricane Harvey	$ 8,000,000		ESF
Sec. 72	Parks: Inoperable Radios	$ 5,000,000		ESF
Sec. 73	Parks: Wyler Aerial tramway	$ 5,000,000		ESF
Sec. 74	Soil & Water Conservation Board: Dam Infrastructure	$ 150,000,000		ESF
Sec. 75	WDB: FEMA (Or SB 7 TIRF Funds)	$ 273,000,000		ESF
Sec. 76	WDB: FEMA (Or SB 7 TIRF Funds)	$ 365,000,000		ESF
Sec. 77	WDB: Flood Maps (Or SB 7 TIRF Funds)	$ 47,000,000		ESF
Sec. 78	WDB: Flood Infrastructure Projects (Or SB 7 TIRF Fun	$ 793,000,000		ESF
Sec. 79	TXDOT: TIF Grant Funds	$ 125,000,000		ESF
Sec. 80	TXDOT: First Responder Airport Facilities	$ 5,000,000		ESF
Sec. 81	DHCA: Affordable Rental Housing for Disaster areas	$ 4,000,000		ESF
Sec. 82	TWC: Hurricane Harvey	$ 8,931,385		ESF
Sec. 83	Board of Pharmacy: RX Monitoring	$ 6,099,312		GR
Sec. 84	TRS: Additional Payment	$ 589,000,000		ESF
Sec. 85	TRS: State Contribution	$ 524,000,000		ESF

TEXAS Conference of
Urban Counties

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Wise County

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June 6, 2019

To: Urban Counties Policy Committee

From: Gabriela Villareal, Program Manager

Re: **Discussion of Flood Control and Resilience Legislation**

SB 7 by Sen. Creighton and sponsored by Rep. Phelan would draw over $1b from the Economic Stabilization Fund. SB 7 will create two funds to provide grants and loans for flood control and mitigation projects:

- The Flood Infrastructure Fund may be used to make loans or grants to eligible political subdivisions for flood projects; and

- The Texas Infrastructure Resiliency Fund would allow political subdivisions to apply for grants and loans for projects through the TX Water Development Board. The fund would be divided into four accounts: Hurricane Harvey (provides grants or loans to provide nonfederal matching funds for flood projects related to Hurricane Harvey); Federal Matching Account (uses state money to help with required matching funds for projects eligible for partial federal funding); and the Statewide Flood Plan (finances projects in plan). The Floodplain Management Account (provides financing for flood planning) would receive $6m from an existing fund and over $3m is expected to be deposited in subsequent fiscal years from insurance maintenance taxes.

SB 8 by Sen. Perry and sponsored by Rep. Larson would create the state's first flood plan. The plan gives representatives from state flood planning regions the ability to develop a regional plan for developing flood projects and submit it to the Texas Water Development Board (TWDB) for consideration in the statewide plan. The bill requires TWDB to adopt a plan by 2024 and before the end of each five-year period after that date.

Both bills were sent to Governor Abbott.

Recommended Resolution:
None.

Principles of the Urban Counties Policy Platform

1. Urban Counties believe local government is more responsive and accountable to the citizens and communities and should be utilized for service delivery whenever practical.
2. Urban Counties believe permissive authority provides better policy options while state mandates, revenue restrictions, and one-size-fits-all directives undermine voter self-determination and local responsibility.
3. Urban Counties believe the State increases local property taxes when it imposes obligations on local governments without providing adequate funding.
4. Urban Counties believe State funds collected for specific programs should be allocated based upon population, number of clients, or some other appropriate measure of the need for that program or service.
5. Urban Counties believes that funds collected for a purpose should be used for that purpose and support ending the reliance on dedicated revenues to balance the State budget.

1 Taxation

1. Support the significant reduction of property tax rates by measures to reduce the cost of government and by replacing property tax revenue with revenue from other sources.
2. Require sales price disclosure on sale or transfer of real property.
3. Oppose any expansion of the pollution control property tax exemption that would include property used to produce goods or services.
4. Oppose expansion of tax exemptions for property owned by a taxpayer to include leased property other than property leased to a charter school for one or more grades from kindergarten through grade 12.
5. Support allowing local taxing units to set a residence homestead exemption as a percentage, a flat-dollar level, or a percentage with a minimum or maximum individual value.
6. Support reforms to process for equity appeals of appraisals.
7. Oppose reducing the penalty when land that was previously appraised as agricultural or other open space property is converted to another use.
8. Oppose all new property tax exemptions, expansion of existing exemptions, or any other narrowing of tax base unless approved by the Urban Counties.
9. Support a significant increase in the school homestead exemption and ensure adjustments are made in state funding to schools to account for the exemption.
10. Support property tax transparency and information proposals, including but not limited to:
    a. Removing projected tax assessment information from the central appraisal district (CAD) notice of assessed value;

b. Requiring proposed tax rates and hearing information be provided to the CAD where they would be made available to taxpayers online;

c. Renaming the “effective” tax rate as the “no-new-revenue” tax rate;

d. Improving training and education requirements for appraisal review board members;

e. Establishing a property tax administration advisory board to help with uniformity of appraisal forms, systems, and reports across districts; and

f. Streamlining notice procedures for taxpayers, including separation of individual taxing entities’ rates and respective tax amounts.

11. Support allowing school districts to increase their tax rate to a previously approved level after a decrease rather than having to hold a second increase ratification election;
12. Support protections for innocent and unwitting taxpayers that acquire property subject to governmental errors in previous tax years from having to pay back taxes due to those errors.
13. Oppose arbitrary limits on local governments to undermine fiscal resources that enable officials to meet their obligations and local priorities.

2 Crime and Courts

1. Support full state funding for all mandatory JJAEP placements in an amount adequate for year-round programs.
2. Support an increase in state funding for indigent defense purposes to cover increased costs incurred by local county taxpayers since the passage of the Fair Defense Act in 2001.
3. Support additional state funding for juvenile probation departments if the age of criminal responsibility is raised to 18.
4. Support sufficient State funding for local juvenile probation departments to pay for the full costs of keeping in local programs, or in regional detention facilities, all children diverted from State facilities through a restructuring of the State Juvenile Justice Department.
5. Support state payment to counties for costs of detaining in county jails technical parole violators and new-offense violators held solely for parole revocation purposes to end the practice of the state pushing costs associated with state prisoners onto local county taxpayers.
6. Oppose changes in court costs in criminal cases that are expected to have a negative fiscal impact to counties.
7. Support changes to pre-trial release to require the use of locally verified evaluation tools to determine a criminal defendant’s risk of flight or danger to the community. Promote: (1) establishing pretrial risk assessments; (2) the elimination of bond schedules; (3) greater discretion for magistrates regarding pre-trial release; and (4) rebuttable presumptions in favor of personal bond.
8. Maintain current fee structure for the district court records and archives fee, the county court records management and preservation fee, and the records archive fee through 2029.

9. Support granting counties authority to judicially designate as uncollectible certain fees and costs of court.

3 Transportation

1. Oppose eliminating local tolling options.
2. Support enhanced funding for freight transportation infrastructure projects to address economic growth and an ever-increasing population.
3. Support current weight requirements for vehicles operating on county roads, except for localized proposals supported by the local commissioners court.
4. Support local option fees for road improvements/additions if the fees are approved by the county's commissioners court.

4 Health and Human Services

1. Support increased funding for mental health and substance abuse services state-wide.
2. Expand capacity of both forensic and civil beds in the state hospital system.
3. Support the continuation of the 1115 Medicaid Transformation Waiver.
4. Support state action related to state participation in the funding of indigent health care to maximize access to available federal funds.
5. Support the repeal of the Drivers Responsibility Program and the replacement of state funding for trauma care.

5 Environment/Disaster Relief, Recovery, and Resilience

1. Support full funding for the Texas Emissions Reduction Plan (TERP) and maintain the integrity of the TERP program.
2. Support local administration of the LIRAP and LIP programs to ensure funds collected in the county are used in the county.
3. Use the TERP funds only for programs that will assist nonattainment and near nonattainment areas in meeting Environmental Protection Agency (EPA) Ozone standards.
4. Support using state funds for financing disaster mitigation, disaster prevention, disaster recovery, and resilience projects as long as local decision making is preserved to ensure local priorities are met.
5. Oppose any further erosion in the ability of local governments to hold violators of environmental laws and regulations accountable.

6 Development and Infrastructure

1. Oppose efforts to require local governments to pay penalties, including an opposing party's attorney fees and court costs in eminent domain proceedings.

2. Oppose changes to the criteria governments must meet to show “actual progress” on projects to prevent real property acquired through eminent domain to be subject to repurchase.

7 Public Safety and Emergency Management

1. Support giving all counties the option to adopt a fire code and rules necessary to administer and enforce the fire code.
2. Oppose creation of a new fireworks season unless commissioners courts are granted discretion over the sale of fireworks in that county for the new season.
3. Protect county authority to restrict or ban the sale and use of fireworks during drought conditions and when included in a local disaster declaration.
4. Support the current role of local emergency management authorities and the county judge in responding to potential and actual emergencies and disasters.
5. Support efforts to maintain the long-established prohibition of guns in any portion of a building used by court participants.
6. Support additional funding for DPS crime labs provided it does not negatively impact existing local crime labs.

8 Elections

1. Support the creation of an online voter registration system.
2. Expand the Countywide Polling Place Program for all counties.
3. Support state funding to counties for the purchase of new election equipment, including reimbursement for purchases made within the last 3 years.
4. Support grandfather provisions for all counties that purchased election equipment, in the last five years, that does not produce a paper audit trail.
5. Retain the current option to hold elections on uniform election dates.

9 Governance and Finance

1. Ensure commissioners court authority over county budgeting and contracting decisions.
2. Protect local taxpayers from unfunded state mandates, which drive local property tax increases, result in reductions in critical services, and infringe local control.
3. Support local control over compensation and benefits paid by the county.
4. Establish that any increase in the fees to be paid to attorneys appointed to represent indigent criminal defendants may not take effect until the adoption of the next county budget and require at least 90-day notice of the proposed increase to be provided to the commissioners court.
5. Support full state funding for representation of indigent parties in child welfare cases.
6. Support financial transparency requirements that permit the use of existing reports and other documents and that minimize the need to express the same information in different manner or reports that are duplicative of reports already required.

7. Support legislation that permits counties to post public notices electronically in lieu of print publication.
8. Oppose requirements to include on bond propositions information other than the total amount of bonds to be issued if approved and the proposed uses of the bonds.
9. Establish that the earliest effective date for any increase in salary budgets outside the control of commissioners court shall be the first day of the next county fiscal year following 90 days notice of the proposed increase to be provided to the commissioners court.
10. Support continued federal funding for local communities to help cover operational costs for holding undocumented criminal aliens in the criminal justice system and the costs to house them.
11. Oppose restrictions on the ability of local governments to effectively and efficiently communicate with the legislature and other state and federal entities.
12. Support proposals to permit public access to public information on the personal devices of public officers and employees that include reasonable provisions to guard against frivolous and abusive lawsuits against public officers and employees.
13. Oppose any measure that interferes with the authority of a county to select its legal counsel and establish the terms of representation.

Other Issues

Items in this list are legislative positions regarding initiatives of member counties or other groups or organizations.

1. VSCO Reports – Support granting commissioners courts discretion regarding oversight of veterans county service officers.
2. Sheriff and Constable Fees – Support the ability for a fee for sheriff or constable services that was previously approved by a county's commissioners court to remain unchanged from the prior fiscal year unless changed by the court.

Commissioners Court - Regular Session **44.**

Meeting Date: 06/11/2019

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

b) Discuss the acquisition of real property for CR 176 at RM 2243

c) Discuss the acquisition of real property: CR 101

d) Discuss the acquisition of real property: CR 200

e) Discuss the acquisition of real property for County Facilities.

f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.

g) Discuss the acquisition of real property for SH 29 @ DB Wood.

h) Discuss the acquisition of real property for Hairy Man Rd.

i) Discuss the acquisition of real property for N. Mays.

j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

k) Discuss the acquisition of real property for CR 111.

l) Discuss the acquisition of real property for Corridor H

m) Discuss the acquisition of drainage easements on the Forest North Drainage Project.

n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.

o) Discuss the acquisition of right-of-way for Corridor C.

p) Discuss the acquisition of right-of-way for Corridor F.

q) Discuss the acquisition of right-of-way for Corridor D.

r) Discuss the acquisition of right-of-way for Southeast Corridor.

s) Discuss the acquisition of right-of-way for Reagan extension.

t) Discuss the acquisition of property near the County landfill.

u) Discuss the acquisition of real property for the Brushy Creek Trail Project.

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 possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

c) Potential governmental uses for 8th Street downtown parking lot

d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

e) Discuss property usage at Longhorn Junction

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

g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

h) Discuss Blue Springs Boulevard

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 Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 08:53 AM
Form Started By: Charlie Crossfield		Started On: 06/06/2019 08:26 AM
Final Approval Date: 06/06/2019		

Commissioners Court - Regular Session **45.**

Meeting Date: 06/11/2019

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) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/06/2019 08:56 AM
Form Started By: Charlie Crossfield		Started On: 06/06/2019 08:27 AM
Final Approval Date: 06/06/2019		